

STATE BOARD OF HEALTH

INDIANAPOLIS

Vanderburgh Co
121

OFFICE MEMORANDUM

DATE: April 8, 1986

TO: RCRA File

THRU: David W. Berrey *DWB*

FROM: William L. Schulze *WLS*
Compliance Monitoring Section

SUBJECT: RCRA Closure Follow-up Inspection of
Red Spot Paint and Varnish Company
Evansville
Vanderburgh County
IND 990873499

On March 13, 1986, I conducted a RCRA closure follow-up inspection of the Red Spot Paint and Varnish Company, Evansville. This inspection was requested by the Plan Review and Permit Section.

The pre-inspection file audit revealed the facility had been inspected numerous times (see previous trip reports). A Notice of Violation (NOV) was issued for discrepancies found during the last, and previous inspections, and still remains unresolved.

The inspection revealed that the facility is acting only as a large quantity generator of hazardous waste. All previous violations remain uncorrected, and one new one was discovered. This was lack of adequate aisle space in the container accumulation area.

Based on the findings of this inspection, I will inform the Plan Review and Permit Section that proper closure has been maintained. I will also refer the unresolved violations to the Enforcement Section, with the recommendation to issue a complaint order with an appropriate civil penalty.

WLS/cl

cc: Plan Review and Permit Section
Enforcement Section

CL 0552H

RED SPOT PAINT & VARNISH CO., INC.

TELEPHONE (812) 428-9100 · P.O. BOX 418
ONE TEN MAIN STREET · EVANSVILLE, INDIANA 47703
TELEX 278069

RECEIVED
9-17-85

SEP 24 1985

SWB - AIS
U.S. EPA, REGION V

U. S. A.

Red Spot Paint & Varnish Co., Inc.
Research Center
Box 418
Evansville, Indiana 47703

EUROPEAN

Red Spot European Division
E. Wood Ltd.
18 London Street
London, EC3R 7LA

ENGLAND

Red Spot European Research Centre
E. Wood, Ltd., Talbot Works
Stanstead Abbotts, Ware-Herts SG12 8DP
England

JAPAN

Sales & Technical Service
Kyokuto Boeki Kaisha, Ltd.
7th Floor, New Otemachi Bldg.
2-1, 2-chome, Otemachi, Chiyoda-ku
Tokyo 100-91, Japan

AUSTRALIA & NEW ZEALAND

Triton Paints Limited
55 Kent Road
P. O. Box 338
Mascof 2020, N.S.W., Australia

TAIWAN

Sales and Technical Service
Wah Lee Industrial Corp.
238, Lo Ho 2nd Road
Kaohsiung, Taiwan

Manufacturing

Berlin Co., Ltd.
43 Ta-Yeh South Road
Hsiao Kang Area
Kaohsiung, Taiwan

HONG KONG

Connell Bros. Co. (H.K.), Ltd.
Room 307
No. 9 Ice House St.
G. P. O. Box 88, Hong Kong

SINGAPORE

Connell Bros. Co., Ltd.
P. O. Box 392 Tanglin Post Office
Singapore 9, Singapore

CANADA

XYZ Paint Company, Ltd.
151 Savage Drive
P. O. Box 969
Cambridge, Ontario N1R 5X9

Mr. Basil G. Constantelos
Director, Waste Management Division
Region V USEPA
230 South Dearborn Street
Chicago, IL 60604

RE: Closure of Red Spot Paint & Varnish Co., Evansville, In.
IND 990873499 *C TR TSD PA*

In reply to letter from Mr. Ralph Pickard, Technical Secretary, Indiana Environmental Management Board, concerning T01 & T04 Process Codes. When Red Spot initially filed their Part A they misinterpreted the meanings of the T01 & T04 process codes. At this time we were installing a steam distillation solvent recovery unit to reclaim our spent solvent generated from cleaning paint making equipment and interpreted this to be treatment equipment, T04. This still has been and is used to reclaim only Red Spot generated material. It was also our interpretation that the concrete sump, which is used to collect dirty waste water from cleaning water-based paint tanks, was a storage tank.

Since filing those initial forms we have been told that these two devices are not considered Treatment or Storage devices.

Further, we initially filed for Generator, Treater, Storer and Transporter Permits because we did not know what our status would be at a later date. We now know we do not wish to treat or store. Therefore, our Petition for Closure; however, we wish to retain our EPA I.D. Number.

I hereby Certify under penalty of law that the above information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

RECEIVED

SEP 24 1985

SOLID WASTE BRANCH
U.S. EPA, REGION V

EB/mah

Sincerely,

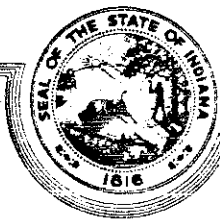
Eugene Berkey

Eugene Berkey
Material Control Manager

Burch

STATE OF INDIANA

ENVIRONMENTAL MANAGEMENT BOARD



INDIANAPOLIS 46206-1964

1330 West Michigan Street
P. O. Box 1964

Mr. Eugene Berkey
Red Spot Paint and Varnish Company, Inc.
110 Main Street
P.O. Box 418
Evansville, IN 47708

May 28, 1985

Dear Mr. Berkey:

Re: Closure of the Red Spot Paint
and Varnish Company, Inc.
Evansville, Indiana
IND 990873499

This letter is written to confirm the receipt of certification dated May 13, 1985, that closure has been completed as outlined in the closure plan for the above-referenced facility. With the receipt of this certification, closure is complete as required by 40 CFR 265.110 through 265.115 and 320 IAC 4-7-1.

A copy of this letter has been sent to Region V of the U.S. EPA. Your Company should now petition Region V, U.S. EPA, to change the status of your Company to either a generator or small quantity generator. Only the EPA has the authority to change the status of your facility. Once the EPA changes your Company's status, the State will change its records to correspond with the classification designated by the EPA. Your letter to the EPA should be addressed to:

Mr. Basil G. Constantelos
Director, Waste Management Division
Region V, U.S. EPA
230 South Dearborn Street
Chicago, IL 60604

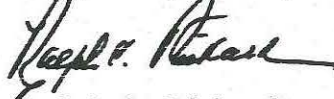
Red Spot Paint and Varnish Company, Inc., originally notified U.S. EPA, Region V, as a hazardous waste storage and treatment facility with S01, T01, and T04 process codes. The approved closure plan indicates that only the S01 process code has been eliminated. Please be advised that the status of your T01 and T04 process codes must be successfully addressed with the U.S. EPA before your status can be changed. In a telephone conversation on May 16, 1985, with Mr. Thomas Linson of this office, you indicated that your Company has never treated hazardous waste (T04) or stored it in tanks (T01). A signed, certified statement to this regard must be sent to this office and included in your petition to the U.S. EPA.

RECEIVED
MAY 29 1985
U.S. EPA, REGION V
CHICAGO, ILLINOIS

Please indicate if your Company wishes to retain your EPA identification number.

If there are any questions concerning this matter, please contact Mr. Thomas Linson at AC 317/243-5084.

Very truly yours,



Ralph C. Pickard
Technical Secretary

TEL/tr

cc: Evansville-Vanderburgh County Health Department
Mr. Kenneth Burch, U.S. EPA, Region V
Mr. Hak Cho, U.S. EPA, Region V
Mr. Jeff Stevens

Dave Perry
317-232-4417

IND 601 247 776 *Withdrawn*

NO ID
AUTH ST.



American Motors Corporation

14250 Plymouth Road
Detroit, Michigan 48232

September 14, 1982

Mr. Thomas B. Golz
United States Environmental Protection Agency
Region V
R.C.R.A. Financial Activities
Box A3587
Chicago, Illinois 60690-3587

Dear Mr. Golz:

This communication confirms our telephone discussion of September 14, 1982 regarding financial requirements applicable to owners and operators of hazardous waste, treatment, storage and disposal facilities. On August 18, 1982, the State of Indiana was granted Phase I Interim Authorization under the Resource Conservation and Recovery Act. The implications of this action was reviewed in our September 14 discussion.

You advised that hazardous waste management facilities located in the State of Indiana are no longer under the direct purview of the United States Environmental Protection Agency (USEPA) unless a Part B application has been requested by USEPA. Specifically, you indicated that inasmuch as a Part B application has not been requested from our Indiana facility, this facility is not presently under the jurisdiction of USEPA and all hazardous waste matters, including financial requirements, should be handled directly with the State of Indiana. You further indicated that Indiana will maintain this authority unless USEPA withdraws the interim authorization which has been granted.

Your assistance in providing this clarification is appreciated. If supplemental discussions are required regarding this matter, please contact me at (313) 493-2290.

Yours very truly,

James A. Carlson
Manager, Air & Water Pollution Control

JAC/njb

cc: Mr. Patrick Haynes
State of Indiana
Board of Health
1330 W. Michigan
Indianapolis, Indiana 46206

RED SPOT PAINT & VARNISH CO., INC.

TELEPHONE (812) 428-9100 • P.O. BOX 418
ONE TEN MAIN STREET • EVANSVILLE, INDIANA 47703
TELEX 276069

September 26, 1984

U. S. A.
Red Spot Paint & Varnish Co., Inc.
Research Center
Box 418
Evansville, Indiana 47703

EUROPEAN
Red Spot European Division
E. Wood Ltd.
18 London Street
London, EC3R 7LA

ENGLAND
Red Spot European Research Centre
E. Wood, Ltd., Talbot Works
Stanstead Abbots, Ware-Herts SG12 8DP
England

JAPAN
Sales & Technical Service
Kyokuto Boeki Kaisha, Ltd.
7th Floor, New Otemachi Bldg.
2-1, 2-chome, Otemachi, Chiyoda-ku
Tokyo 100-91, Japan

AUSTRALIA & NEW ZEALAND
Triton Paints Limited
55 Kent Road
P. O. Box 338
Mascot 2020, N.S.W., Australia

TAIWAN
Sales and Technical Service
Wah Lee Industrial Corp.
238, Lo Ho 2nd Road
Kaohsiung, Taiwan

Manufacturing
Berlin Co., Ltd.
43 Ta-Yeh South Road
Hsiao Kang Area
Kaohsiung, Taiwan

HONG KONG
Connell Bros. Co. (H.K.), Ltd.
Room 307
No. 9 Ice House St.
G. P. O. Box 88, Hong Kong

SINGAPORE
Connell Bros. Co., Ltd.
P. O. Box 392 Tanglin Post Office
Singapore 9, Singapore

CANADA
XYZ Paint Company, Ltd.
151 Savage Drive
P. O. Box 969
Cambridge, Ontario N1R 5X9

U.S. Environmental Protection Agency
Region 5
230 S. Dearborn Street
Chicago, IL 60604

Attention: Greg Webber

Mr. Webber:

Attached is the Red Spot Closure Plan which was presented to the Indiana State Board of Health on September 19, 1984. We are working with Mr. Tom Linsom.

If you have any questions, do not hesitate to contact me.

Sincerely,



Eugene Berkey
Materials Control Manager

enc.

EB/rgg

RECEIVED
SEP 28 1984
WASTE MANAGEMENT
BRANCH

A.4.2

RED SPOT PAINT & VARNISH COMPANY
EVANSVILLE, INDIANA

HAZARDOUS WASTE STORAGE FACILITY
CLOSURE PLAN

PROJECT #498-1
SEPTEMBER, 1984

PREPARED BY

EDER ASSOCIATES CONSULTING ENGINEERS, P.C.
85 Forest Avenue
Locust Valley, New York 11560

SUBMITTED TO

INDIANA STATE BOARD OF HEALTH
INDIANAPOLIS, INDIANA

TABLE OF CONTENTS

	<u>Page</u>
I. GENERAL INFORMATION	1
- Introduction	1
- Facility Description	1
- Hazardous Waste Characterization	4
- Hazardous Waste Containers	6
- Hazardous Waste Generation	6
- Hazardous Waste Inventory	8
- Existing Site Conditions	10
- Schedule of Closure	11
II. INVENTORY REMOVAL	13
- Packaging and Labeling	13
- Transportation, Reuse and Disposal	13
- Handling	16
III. DECONTAMINATION	18
IV. CLOSURE CERTIFICATION	19

LIST OF TABLES

<u>No.</u>	<u>Description</u>	<u>Page</u>
1	EP Toxicity Analysis Wastewater Pretreatment Sludge	5
2	EP Toxicity and Flash Point Analysis Paint Sludge	7
3	Drum Labeling and Marking	14

LIST OF FIGURES

<u>No.</u>	<u>Description</u>	<u>Page</u>
1	Site Plan	2
2	Hazardous Waste Storage Area No. 1	3
3	Red Spot Paint & Varnish Company Wastewater Pretreatment Plant Clarifier	9
4	Closure Plan	12

I. GENERAL INFORMATION

Introduction

Red Spot Paint & Varnish Co., Inc. EPA ID 990873499 (Red Spot) located at 966 - 1016 E. Columbia Street, Evansville, Indiana, manufactures paints, lacquers and varnishes. Red Spot generates hazardous wastes which are stored on-site in excess of 90 days prior to shipment off-site. In conformance with the requirements of Environmental Protection Agency (EPA) Regulations for Federally Administered Hazardous Waste Permit Programs (40 CFR 270), Red Spot had filed a Part A permit application as a storage facility for hazardous wastes.

Red Spot proposes to revise its status to a generator of hazardous wastes by closing the storage facilities and withdrawing the Part A permit application. This report presents the storage facility closure plan.

Facility Description

A plot plan of the Red Spot plant is presented in Figure 1. The plant consists of nine buildings on a 13-1/2 acre site. Hazardous wastes are collected in 55 gallon drums and stored in two areas north of the paint plant. Both areas have a compacted earth floor overlain by gravel. Plan and elevation views of storage area 1 are presented in Figure 2. This area is surrounded on three sides by a containment dike. The floor slopes to a drainage ditch with a normally closed outlet to the sanitary sewer. Clean rainwater accumulating in the ditch is manually discharged to the sewer. Spills which might occur would be contained and removed by pumping into drums. Spill containment capacity is 10,000 gallons. Area 2, approximately 60 feet by 100 feet, is flat without provisions for spill containment.

FIGURE Nº 1

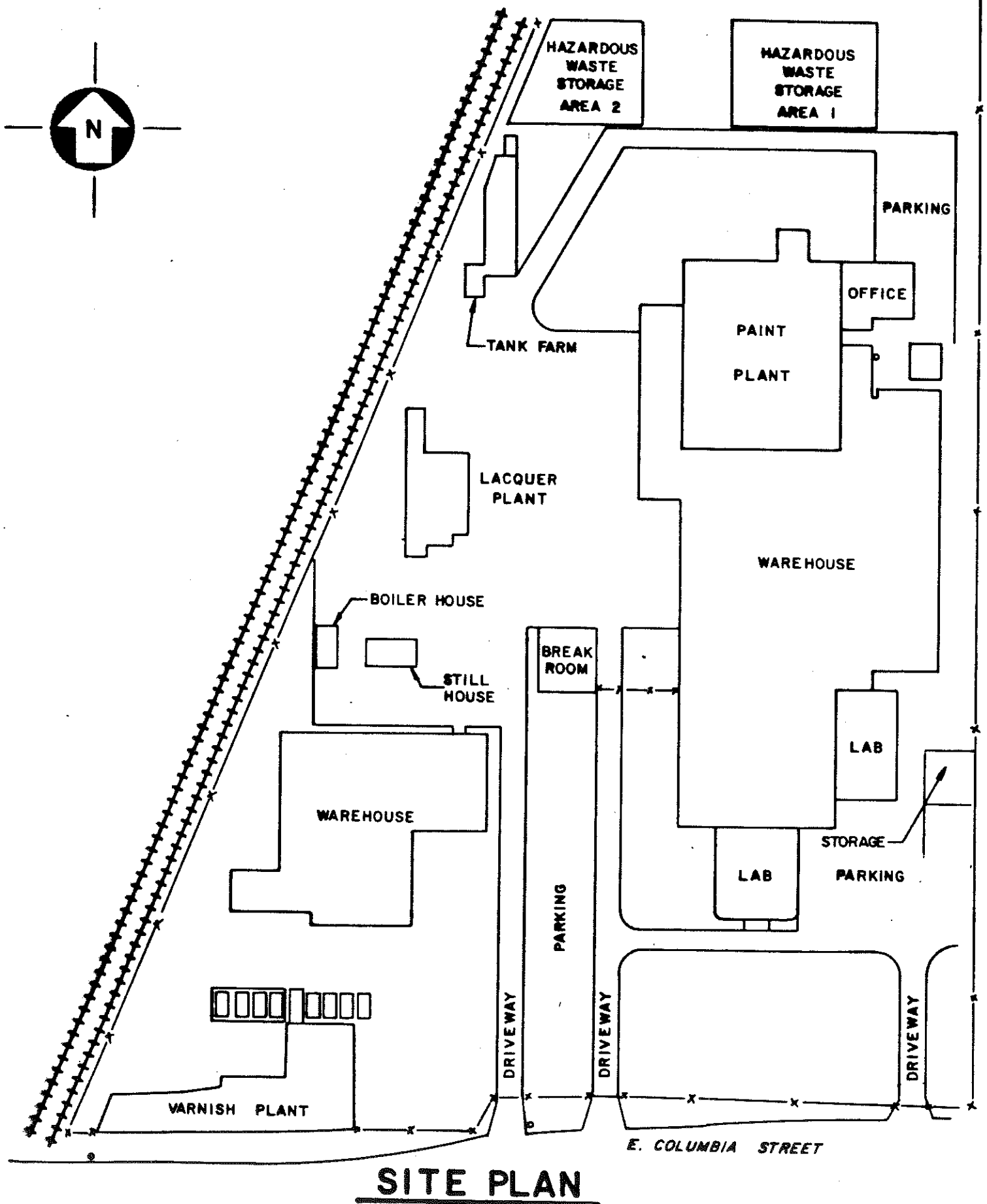
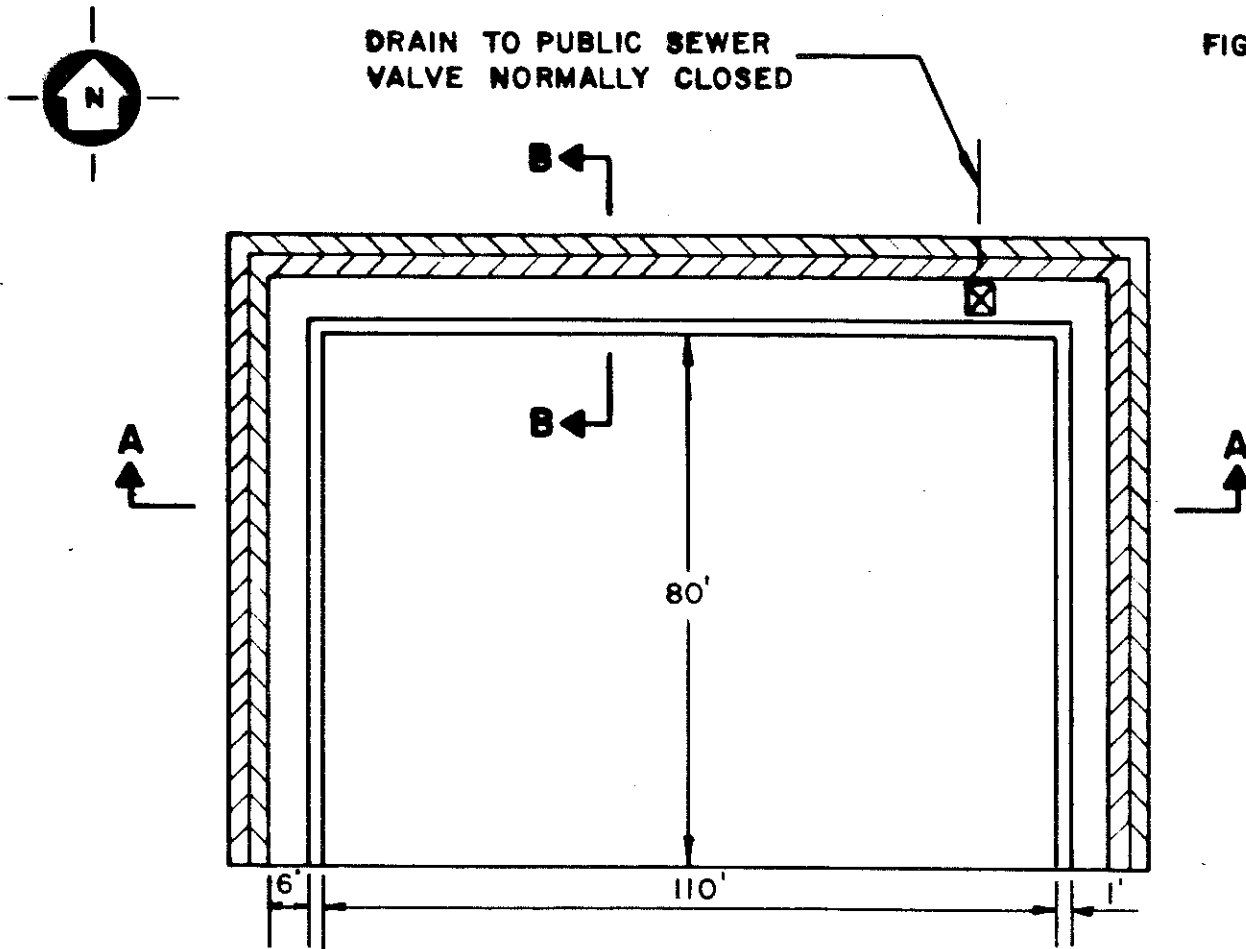
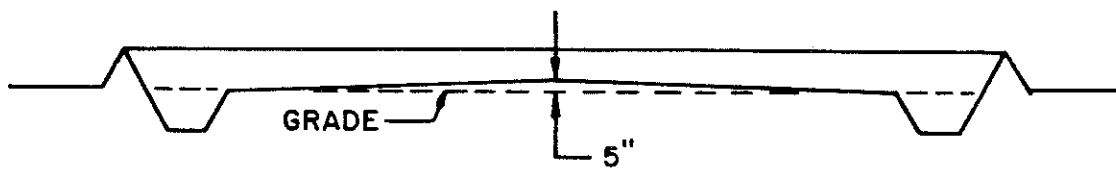


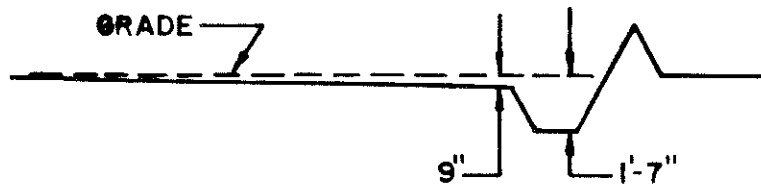
FIGURE N° 2



PLAN



SECTION A-A



SECTION B-B

HAZARDOUS WASTE
STORAGE AREA N° 1

Hazardous Waste Characterization

Four types of hazardous wastes are generated at the plant:

- spent solvents
- solvent recovery still residue
- wastewater pretreatment plant sludge
- miscellaneous wastes

Tanks and equipment used in the formulation of alkyd based finishes are cleaned using a variety of nonhalogenated solvents. About one-half of the quantity of solvents purchased is listed as hazardous wastes when discarded. These include acetone, butyl alcohol, methyl alcohol, methyl ethyl ketone, methyl isobutyl ketone, toluene and xylene (40 CFR 261.31 - F003 and F005). Some spent cleaning solvents are reclaimed for reuse by an on-site still. Spent solvents which are not reclaimed and still residue are collected in drums and stored in the hazardous waste storage areas prior to off-site transportation for reuse as a fuel.

Tanks and equipment used in the formulation of water based finishes are cleaned using water. Wastewater is discharged to the sewer through an on-site pretreatment plant to a publicly owned treatment plant. The pretreatment plant consists of a clarifier for suspended solids removal. Periodically, accumulated solids in the clarifier are pumped out into drums. The sludge has been analyzed in accordance with the EP Toxicity Test (40 CFR 261). Analytical results are presented in Table 1. The concentration of all metals with the exception of barium are well below the RCRA limits. Barium is only slightly higher than the limits. Therefore, the sludge is considered a hazardous waste and handled accordingly. Sludge drums are stored in the hazardous waste storage area prior to transportation to an approved off-site disposal facility.

RED SPOT PAINT & VARNISH CO., INC.
EVANSVILLE, INDIANA

TABLE 1

EP TOXICITY ANALYSIS
WASTEWATER PRETREATMENT SLUDGE

<u>Constituent</u>	<u>Concentration (mg/l)</u>	<u>RCRA Limits (mg/l)</u>
Arsenic	<0.50	5.0
Barium	120	100.0
Cadmium	0.10	1.0
Chromium	0.10	5.0
Lead	0.70	5.0
Mercury	<0.02	0.2
Selenium	<0.10	1.0
Silver	0.07	5.0

NOTE:

Analysis by National Laboratories, Inc.
705 S. Barker
Evansville, Indiana 47712

Miscellaneous wastes include filter bags and other process solid wastes contaminated by paint sludge. The paint sludge was tested for the hazardous waste criteria of EP toxicity and ignitability. Results are presented in Table 2. The concentration of all metals with the exception of lead are well below RCRA limits. Lead is slightly higher than the limits. Due to the low flash point, the sludge is ignitable. Therefore, miscellaneous wastes are considered hazardous wastes, and are handled accordingly. The wastes are collected in drums and stored in the hazardous waste storage area prior to transportation to an approved off-site disposal facility.

Hazardous Waste Containers

Hazardous wastes are collected and stored in drums complying with EPA regulations on the Use and Management of Containers (40 CFR 265 Subpart I) and applicable Department of Transportation (DOT) regulations (40 CFR 173 and 178). Spent solvents are collected and stored in tight head steel 55 gallon drums conforming to DOT Specification 17E. Still residue, sludge and miscellaneous wastes are collected and stored in open head steel 55 gallon drums conforming to DOT Specification 17H. When pumping out the clarifier, the drums are filled about two thirds with sludge. The contents are then solidified by the addition of clay or absorbent. The void spaces in drums containing miscellaneous wastes are filled by adding clay or absorbent. Drums are labeled "Hazardous Wastes" according to source and the date of filling.

Hazardous Waste Generation

(1) Spent Solvents and Still Residue

Approximately 600 gallons per day (gpd) of spent solvents are produced daily. The solvent recovery still capacity is about 70 gallons per hour (gph) of recovered solvent at 90 percent recovery. It is normally operated six hours per day. Approximately 465 gpd of spent solvents are processed

RED SPOT PAINT & VARNISH CO., INC.
EVANSVILLE, INDIANA

TABLE 2

EP TOXICITY AND FLASH POINT ANALYSIS
PAINT SLUDGE

1. EP Toxicity Analysis:

<u>Constituent</u>	<u>Concentration (mg/l)</u>	<u>RCRA Limits (mg/l)</u>
Arsenic	< .05	5.0
Barium	3.0	100.0
Cadmium	0.88	1.0
Chromium	0.15	5.0
Lead	13.3	5.0
Mercury	< .002	0.2
Selenium	< 0.10	1.0
Silver	< 0.05	5.0

2. Flash Point: 70°F

NOTE:

Analysis by National Laboratories, Inc.
705 S. Barker
Evansville, Indiana 47712

producing about 420 gpd of recovered solvent and 45 gpd of still residue. About 135 gpd of spent solvent are not reclaimed. Accumulation rate in the hazardous waste storage area is about 2-1/2 drums per day of spent solvent and 1 drum per day of still residue.

(2) Wastewater Pretreatment Plant Sludge

An isometric view of the pretreatment plant clarifier is presented in Figure 3. The clarifier is constructed of 8 inch thick concrete walls and floor and provided with a removable steel cover. Total volume is 800 gallons. The clarifier is pumped out every four to six months producing about 20 drums of solidified sludge.

(3) Miscellaneous Wastes

Approximately 1/2 drum of miscellaneous wastes are generated daily.

(4) Total Generation

Average weekly generation of hazardous wastes are:

Spent solvent -	15 drums
Still residue -	6 drums
Miscellaneous -	<u>3 drums</u>
	24 drums

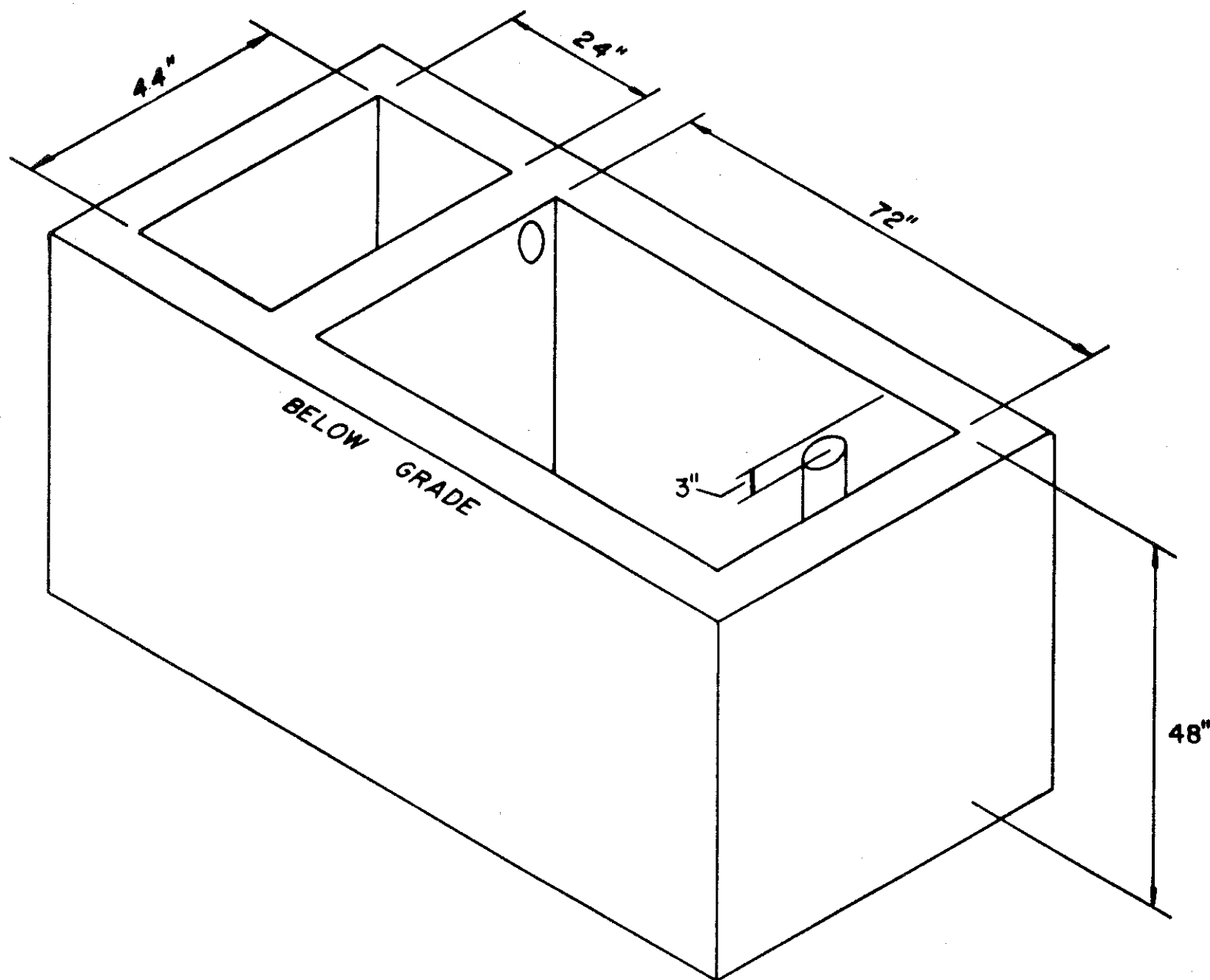
When the pretreatment plant clarifier is cleaned, an additional 20 drums of hazardous wastes are generated.

Hazardous Waste Inventory

During the past two years, several alternatives for the reuse or disposal of the hazardous wastes have been investigated. During the

FIGURE N° 3

9



WASTEWATER PRETREATMENT PLANT CLARIFIER

evaluation periods, not all of the wastes could be accepted by the alternative being considered. The wastes have, as a result, been accumulated on site. Recently acceptable reuse/disposal alternatives have been identified. Wastes are now being removed at a rate greater than the generation rate. Presently there are an estimated 2,000 drums of hazardous waste accumulated in the storage areas. These consist in approximately:

spent solvent	1,700 drums
still residue	<u>300</u> drums
	2,000 drums

This is the maximum inventory of wastes on site.

Existing Site Conditions

The storage areas were inspected on August 14, 1984 by Thomas Linsom of the Indiana State Board of Health and Joseph Hellmann, P.E. of Eder Associates. The areas were generally clean and free of visible spillage. Drums were in good condition.

Photographs documenting the existing conditions were taken during the first week of September, 1984. These are presented in Appendix A. Picture 1, facing west, shows storage area 1 in the foreground and storage area 2 in the background. Picture 2 shows a typical aisle between rows of drums. Picture 3 shows the condition of a typical row of drums. Only a few ground spills are evident. Picture 4 shows the residue of a typical spill.

Most of the inventory is located in storage area 1. Some drums are stored in area 2. As shown in picture 1 and 2, the storage areas are generally free of visible spills. Close-up views of the drums are shown in pictures 3 and 4. Being less than two years old, the drums are in good condition.

The storage areas are inspected weekly. Inspection logs are presented in Appendix B. Drum leakage is an infrequent occurrence. Immediate corrective action is taken when a leaking drum is detected.

The contents are transferred to another drum. Spillage is contained by adsorbents. Spillage and contaminated soil are removed to drums for disposal to approved off-site disposal facilities.

Sludge and miscellaneous wastes, having been solidified, would not leak from the drums. Only spent solvents and residue would spill or leak from drums. Both are highly viscous liquids with poor flow characteristics. It is highly unlikely that the viscous spillage would penetrate the highly compacted soil floor of the storage areas. Spillage would remain on the soil surface where volatile components would evaporate, leaving a surface residue as shown in picture 4. The residue is a solidified cake which could easily be lifted from the soil floor. One cake formed the roof of an insect nest. The residue is not apparently toxic.

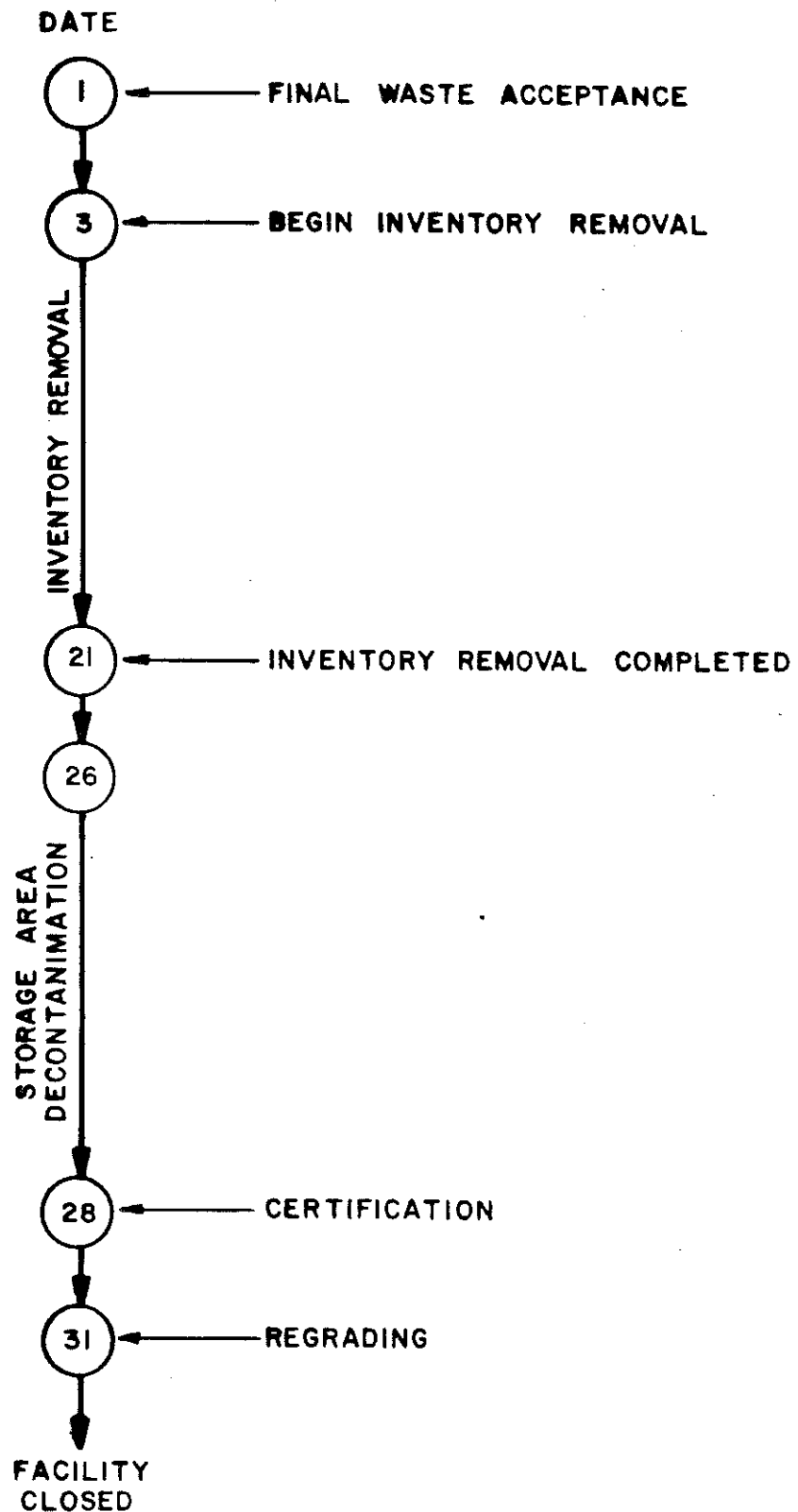
There is no evidence of soil penetration by spilled solvents or residue. Selective shovel excavations show clean soil. Vegetation is actively growing adjacent to the storage areas.

Schedule of Closure

The closure plan schedule is presented in Figure 4. The plan will be implemented on December 1, 1984 and completed on December 31, 1984. On December 1, the last placement of hazardous waste in the storage area will be made. On that day, Saturday, when the plant is shut down, the wastewater pretreatment clarifier sludge will be pumped out. These drums will be the last drums of hazardous wastes to be placed in the storage area. Inventory will be removed for off-site reuse or disposal from December 3, 1984 through December 21, 1984.

During the last week of the closure plan, from December 26 through December 28, the site will be decontaminated by removing all traces of spillage and contaminated soil. Visual inspection of the site, documented by pictures, and closure certification will be made by an Eder Associates' professional engineer on December 28, 1984. Finally, on December 31, 1984, the site will be regraded.

FIGURE N° 4



CLOSURE PLAN

DECEMBER, 1984

II. INVENTORY REMOVAL

Packaging and Labeling

Hazardous wastes in storage are packaged in drums in accordance with EPA Pre-Transport Requirements (40 CFR 262 Subpart C). Drums will be labeled and marked in accordance with these requirements as listed in Table 3. Each drum will also be marked by the "Hazardous Waste" label specified in 40 CFR 262.32 (b).

Transportation, Reuse and Disposal

Spent solvents and still residues will be transported off-site for re-use as combustion fuel. Chemical Services Corporation (CSC) will transport the drummed wastes to Environmental Waste Removal (EWR) located in Coal City, Illinois, a haul distance of about 300 miles. CSC has received an EPA identification number in accordance with 40 CFR 263.11. They are also permitted to transport wastes under Indiana and Illinois regulations. A description of the company, listing of available equipment and documentation demonstrating compliance with notification and permitting regulations are presented in Appendix C. Their letter of commitment to transport the wastes is also presented in Appendix C. EWR will blend the wastes into a fuel. EWR has received EPA identification number ILD 08715251. They have filed a Part A permit application in accordance with 40 CFR 270.13 for interim status as an owner and operator of a hazardous waste treatment, storage and disposal facility. The blended fuel, no longer considered a hazardous waste, will be transported by Cadence Chemical Company, Michigan City, Indiana, to the Jones and Laughlin Steel Mill, East Chicago, Illinois, for use as blast furnace fuel.

Pretreatment plant sludge and miscellaneous wastes will be transported off-site for disposal to an approved landfill. Nixon Trucking Company of Fort Branch, Indiana will provide a driver and

RED SPOT PAINT & VARNISH CO., INC.
EVANSVILLE, INDIANA

TABLE 3

DRUM LABELING AND MARKING

<u>Waste</u>	<u>Label</u>	<u>Name</u>	<u>Marking</u> <u>Number</u>
Spent solvent	Flammable liquid	Waste paint solution	4N1263
Still residue	Flammable liquid	Waste Paint solution	4N1263
Pretreatment sludge	None required	Hazardous waste Liquid or solid, N.O.S. RQ Barium ORM-E	NA9189
Miscellaneous	Flammable solid	Flammable solid, N.O.S. N.O.S.	4N1325

tractor to transport drummed wastes, in Red Spot owned trailers, to the CECOS International landfill located in Williamsburg, Ohio, a haul distance of about 250 miles. Nixon Trucking has applied to the EPA for an identification number as a transporter of hazardous wastes. In the event of a delay in receiving the identification number, a provisional identification number will be requested under 40 CFR 263.11. Red Spot has received EPA identification number IND 990873499. They are licensed to transport wastes under Indiana regulations. A copy of the permit is presented in Appendix D. Red Spot will submit to the Ohio Public Utilities Commission an application for permit to haul hazardous wastes to Ohio. This permit will be issued prior to December 1, 1984. CECOS operates an hazardous waste landfill under EPA identification number OHD 087433744. They have filed a Part A permit application in accordance with 40 CFR 270.13 for interim status as an owner and operator of a hazardous waste treatment storage and disposal facility. Their Part B permit application for final status has been filed in accordance with 40 CFR 270.14. Approximately 60 days prior to the beginning of the closure plan, application will be made to the Ohio Environmental Protection Agency (EPA) for approval to dispose the sludge and miscellaneous wastes to the CECOS landfill. At the same time, approval to dispose of contaminated soil, which may be generated during decontamination will be sought.

In the event that EWR cannot accept all the spent solvents and still residues, the wastes will be transported to the CECOS landfill for disposal. This alternative disposal has already been approved by the Ohio EPA. Documentation is presented in Appendix E. It is anticipated that the sludge and miscellaneous wastes will be approved for disposal and accepted by CECOS. Only a relatively small quantity of these low level hazardous wastes require disposal. In the event that CECOS cannot accept these wastes, other approved landfills are readily available.

Handling

Presently there are about 2,000 drums of spent solvent and still residue in the storage areas. These wastes are being generated at the rate of 21 drums per week. A minimum of one truckload per week, consisting of 80 drums, is being shipped to EWR. The inventory is decreasing at the rate of about 60 drums per week. By December 1, when the closure plan will be implemented, the remaining inventory of these wastes will be about 1,200 drums. During the three week inventory removal period of the closure plan, one truckload per day of drummed wastes will be shipped to EWR.

On December 1, the wastewater pretreatment clarifier will be pumped out generating about 20 drums of sludge. Between the present time and December 1, a period of 66 working days, approximately 33 drums of miscellaneous wastes will be generated. The total inventory of these wastes to be disposed of to the CECOS facility will be 53 drums, or one truck load.

Each shipment will be manifested in accordance with 40 CFR 262 Subpart B - The Manifest. Illinois manifests will be used for shipments of spent solvent and still residue. The manifests will indicate CSC as transporter and EWR as designated facility. Ohio manifests will be used for the shipments of sludge and miscellaneous wastes. This manifest will indicate Red Spot as transporter and CECOS as designated facility.

Placards will be furnished for each shipment in accordance with 40 CFR 172 Subpart F - Placarding. Placards marked "Flammable" will be furnished for each shipment of spent solvent and still residue. Placards marked "Flammable Solids" will be furnished for the shipment of sludge and miscellaneous wastes.

The integrity of each drum will be inspected prior to shipment. Four drums will be placed on a pallet for loading by forklift into the

trailer. In the event that a drum is damaged or leaking, its contents will be transferred to another drum. Adsorbents will be available for use in the event of spills.

Spillage, adsorbents and contaminated soils will be removed to drums. The sewer connection valve of storage area 1 will be kept closed. In the event of rainfall, the valve will be opened only after the inspection of collected runoff to ensure that it is clean. Contaminated runoff will be pumped into drums and solidified.

III. DECONTAMINATION

Inventory removal will be completed by December 21. The storage area will be decontaminated during the following week. Decontamination will consist of removing all spillage and contaminated soil. The entire area between the paint plant, tank farm, east fence and north edge of the hazardous waste storage areas will be carefully inspected by a team of employees under the supervision of the materials control manager. This area includes not only the storage area, but also outside areas where drums have been transported. All visible spillage will be removed into 55 gallon drums. Exploratory excavation using hand shovels will be made at each spillage location to determine whether penetration of the soil had occurred. Visually discolored soil will be removed into 55 gallon drums. The clean-up procedures will be documented by both written records and photographs.

It is estimated that a maximum of ten spills will be cleaned up. Assuming the removal of one foot of soil from a 10 square foot area at each spill location, a maximum of 14 drums of contaminated soil will be generated. These drums will be transported to the CECOS landfill.

Contaminated soil will be drummed, labeled and marked in the same manner as pretreatment sludge. Since this material is an ORM - E hazard class, placards are not required.

On December 28, 1984, a professional engineer from Eder Associates, P.C. will certify closure. The site will be regraded on December 31, 1984. During the period from December 26 through December 31, 1984, barricades will be placed around the clean-up site to prevent vehicle access. The site will be available to representatives of the Indiana State Board of Health for inspection purposes.

IV. CLOSURE CERTIFICATION

On December 28, 1984 a professional engineer associated with Eder Associates will visit the site. He will visually inspect the decontamination area. He will prepare and submit to the Indiana State Board of Health a report documenting the inventory removal and decontamination. This report will be submitted by January 15, 1985. Since this facility is a storage facility only, post-closure care is not required (40 CFR 265.110).

APPENDIX A

PHOTOGRAPHS

OF

THE HAZARDOUS WASTE STORAGE AREAS

APPENDIX B

HAZARDOUS WASTE STORAGE AREA

INSPECTION LOGS



Picture 1



Picture 2



Picture 3



Picture 4

INSPECTOR

Bill MartinDATE 8-25-83 TIME 8:30 AMPAGE 1 OF 2

AREA	STATUS	PROBLEM	CORRECTIVE ACTION		
			BY	DATE	
FACILITY FENCE					
Gates	<u>OK</u>				
Locks	<u>OK</u>				
Woven Wire Damage	<u>OK</u>				
Barbed Wire Damage	<u>OK</u>				
FIRE EXTINGUISHERS					
Fully Charged					
Seal Broken					
Access Blocked					
Other					
CONTAINERS					
Aisle Space	<u>OK</u>				
Sealed Drum	<u>OK</u>				
Leakers	<u>OK</u>				
Labels	<u>OK</u>				

HAZARDOUS WASTE INSPECTION LOG

PAGE 2

2

AREA	STATUS	PROBLEM	CORRECTIVE ACTION	
			BY	DATE
DIKE				
Breaks or Cracks	O/K			
Accumulated Liquid	O/K			
Debris	O/K			
GROUND WIRES				
Broken Clamps	O/K			
Broken Wire	O/K			
Other	O/K			
SPILL CONTROL MATERIALS				
Absorbent	O/K			
Shovel	O/K			
Sponge	O/K			
Container	O/K			
SIGNS	at sign on ground	1 sign on ground		
In Place	at sign on ground			
Legible				

APPENDIX C

CHEMICAL SERVICES CORPORATION

TABLE OF CONTENTS

1. Letter of Proposal
2. Certificate of Incorporation
3. List of Contacts
4. Certificate of Insurance
5. EPA Notification of Hazardous Waste Activity
6. Indiana
 - Application for Permit to Remove and Transport Liquid Industrial Waste
 - Liquid Industrial Waste Hauler Permit
 - Motor Carrier Fuel Use Tax Permit
7. Illinois
 - Application for Permit to Haul Special Waste
 - Interstate Special Fuel Permit
8. Letter of Commitment



4330 WEST 137th PLACE • CRESTWOOD, ILLINOIS 60445

(312) 597-3380

*Environmental Waste
Removal INC ILD08715729
50. Broadway & Reed Rd.*

March 22, 1984

Mr. Gene Berky
Red Spot Paint & Varnish
966-1016 E. Columbia
Evansville, Indiana 47711

Dear Mr. Berky:

Per our meeting of March 8, I received and evaluated a sample of the still bottoms generated at your facility. The cost for transportation and disposal of these bottoms to EWR, located in Coal City, Illinois, will be \$0.27 per gallon for bulk material and \$32.55 per drum. This material will be incorporated into a secondary fuel produced by EWR and shipped to J & L Steel Mill in East Chicago, Indiana. This program is approved by the federal EPA as well as the state EPA offices of Illinois and Indiana. Enclosed you will find copies of our permits, and a copy of our certificate of insurance for your records. You will also find a list of references which you may feel free to contact in regards to our operations.

We feel that these numbers will be very competitive and would like an opportunity to service your facility to demonstrate our abilities. If you should have any questions, please feel free to contact me at any time.

Sincerely,

CHEMICAL SERVICES CORPORATION

A handwritten signature in cursive script that reads "Charles M. Wessels".

Charles M. Wessels
Sales/Marketing Manager

JIM KUIPERS

OMW:kap



To all to whom these Presents Shall Come, Greeting:

*I, Jim Edgar, Secretary of State of the State of Illinois,
do hereby certify that*

CHEMICAL SERVICE CORP. A DOMESTIC
CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE NOVEMBER 4,
1982, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE
BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE FILING OF
ANNUAL REPORTS AND PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE,
IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF
ILLINOIS*****



In Testimony Whereof, *I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois this* 22ND
day of FEBRUARY *A. D., 19* 84

Jim Edgar

SECRETARY OF STATE



4330 WEST 137th PLACE • CRESTWOOD, ILLINOIS 60445
(312) 597-3380

As our name states, service is key to our success. In order to insure you receive the service you deserve, I would like to introduce our staff.

Chemical Services Corporation is owned and operated by:

Edward H. Pruim	President
James A. Kuipers	Vice-President
Robert J. Pruim	Secretary/Treasurer

Our sales staff is comprised of two graduate chemists who are knowledgeable with respect to the disposal alternatives and applicable environmental regulations.

Charles M. Wessels
James C. Mitchell Jr.

Our receptionist and dispatcher is Kim Pruim and may be reached at our main office.

MAIN OFFICE: 4330 W. 137th Place
Crestwood, Illinois 60445
312-597-3380

TERMINAL: 4601 W. 138th Street
Crestwood, Illinois 60445



Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

Andersen & Associates, Inc.
9 W. Roosevelt Road
Westchester, Illinois 60153

NAME AND ADDRESS OF INSURED

Chemical Services Corporation
4601 West 138th Street
Crestwood, IL 60445

COMPANIES AFFORDING COVERAGES

COMPANY LETTER **A** Aetna Insurance Company

COMPANY LETTER **B** Casualty Insurance Company

COMPANY LETTER **C** Commercial Union Insurance Co.

COMPANY LETTER **D**

COMPANY LETTER **E**

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
	GENERAL LIABILITY	GL 1 149325	8/5/84	BODILY INJURY	\$	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM			PROPERTY DAMAGE	\$	\$
	<input checked="" type="checkbox"/> PREMISES—OPERATIONS			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
	<input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD				500,000	
	<input checked="" type="checkbox"/> UNDERGROUND HAZARD			PERSONAL INJURY		500,000
	AUTOMOBILE LIABILITY	BA 6 192235	8/5/84	BODILY INJURY (EACH PERSON)	\$	
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM			BODILY INJURY (EACH ACCIDENT)	\$	
	<input checked="" type="checkbox"/> OWNED			PROPERTY DAMAGE	\$	
	<input checked="" type="checkbox"/> HIRED			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	500,000
	<input checked="" type="checkbox"/> NON-OWNED					
	EXCESS LIABILITY	CY 950 8090	8/5/84	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	5,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM					
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY	WC 1 21291	8/21/84	STATUTORY		\$ 100,000 (EACH ACCIDENT)
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

Red Spot Paint & Varnish
966-1016 E. Columbia
Evansville, Indiana 47711

DATE ISSUED:

Sept 15, 1983

Robert M. Anderson

AUTHORIZED REPRESENTATIVE



ACKNOWLEDGEMENT OF NOTIFICATION OF HAZARDOUS WASTE ACTIVITY

This is to acknowledge that you have filed a Notification of Hazardous Waste Activity for the installation located at the address shown in the box below to comply with Section 3010 of the Resource Conservation and Recovery Act (RCRA). Your EPA Identification Number for that installation appears in the box below. The EPA Identification Number must be included on all shipping manifests for transporting hazardous wastes; on all Annual Reports that generators of hazardous waste, and owners and operators of hazardous waste treatment, storage and disposal facilities must file with EPA; on all applications for a Federal Hazardous Waste Permit; and other hazardous waste management reports and documents required under Subtitle C of RCRA.

EPA I.D. NUMBER ➤

ILD980701106

INSTALLATION ADDRESS ➤

CHEMICAL SERVICE CORP
4601 W 138TH ST
CRESTWOOD IL 60445

4601 W 138TH ST
CRESTWOOD IL 60445

Division of Land Pollution Control
Indiana State Board of Health
330 Michigan Street
Indianapolis, Indiana 46206
Tel. 317/633-0833

APPLICANT - COMPLETE, PRINT OR TYPE ITEMS 1 THROUGH 8

Nonresponsive

7 VEHICLE DESCRIPTIONS. Provide the following information for each vehicle to be approved to haul liquid industrial waste. Tank trailer units require only one description.

3. Application is made and fee is attached. The amount for operator's permit and/or vehicle permit(s) is calculated in the following manner:

TOTAL FEE \$ 510.00 21 20.
22 _____

Indiana State Board of Health
1330 West Michigan Street
Indianapolis, Indiana 46206

6/2/83

APPLICATION FOR PERMIT TO REMOVE AND TRANSPORT LIQUID INDUSTRIAL WASTE

Chemical Services Corporation

4601 W. 138th St.

Crestwood, IL

Cook 60445 State

County Zip

APPLICANT - COMPLETE, PRINT OR TYPE ITEMS 1 THROUGH 8

2 Name and Home Address of Principal or Authorized Representative

James A. Kuipers

Nonresponsive

3 Business Phone

312-597-3380

4 Emergency (24-hour) Phone

Nonresponsive

List all other Indiana cities with Branch Offices
none

List Indiana counties that are served (attach a list if necessary)
All counties served

VEHICLE DESCRIPTIONS: Provide the following information for each vehicle to be approved to haul liquid industrial waste. Tank trailer units require permits.

STATE LICENSE PLATE NO.	VEHICLE a. Make-Model-Year b. Identification No.	TANK DESCRIPTION a. Capacity (gallons, barrels, cubic ft.) b. Construction of tank (steel, fiberglass, rubber lined, etc.)	PRESENT INDIANA VEH. PERMIT NO. (for renewals only)	NEW VEHICLE PERMIT NO. (office use only)
05	a. Press Vac, 1981 b. PVT5000-1935	a. 5,000 Gal. b. Steel		1131
8906	a. Press Vac, 1979 b. PVT5000-970-1755	a. 5,000 Gal. b. Steel		1135
8907	a. Press Vac, 1980 b. PVT5000-1080-1976	a. 5,000 Gal. b. Steel		1136
8908	a. Press Vac, 1980 b. PVT5000-0280-1797	a. 5,000 Gal. b. Steel		1141
8909	a. Press Vac, 1981 b. PVT5000-0881-2028	a. 5,000 Gal. b. Steel		1144
8910	a. Press Vac, 1981 b. PVT5000-0881-2029	a. 5,000 Gal. b. Steel		1145
	a. b.	a. b.		
	a. b.	a. b.		
	a. b.	a. b.		

Application is made and fee is attached. The amount for operator's permit and or vehicle permit(s) is calculated in the following manner:

OPERATOR'S PERMIT FEE (Check One) ☒ NEW ☐ RENEWAL @ \$100 (1) \$100

VEHICLE PERMIT(S) Number of New Vehicles 6
Number of Renewal Vehicles
Number of Replacement Vehicles
Total Number of Vehicles
Total Vehicles Minus One 5

\$10 each (2) 50
TOTAL FEE (1) PLUS (2) (3) 150

TAKE CHECK OR MONEY ORDER PAYABLE TO: Stream Pollution Control Board

12 COMPLETED APPLICATION AND FEE TO: Indiana State Board of Health
1330 West Michigan Street
Indianapolis, Indiana 46206

Please issue permit for 1983 effective
Dec. 1, 1982. Thank you.

SIGNATURE (Authorized Representative)

James A. Kuipers

DATE 11/15/82

APPLICANT DO NOT WRITE IN THIS SPACE
Operator Permit No. IN 9583-300-21 Date Issued _____
APPLICATION REVIEWED BY PWB

Division of Air Pollution Control
Indiana State Board of Health
1330 West Michigan Street
Indianapolis Indiana 46204
Tel. (317) 633-0833

1 Chemical Services Corp.
Business Name
4601 W. 138th Street
Address
Crestwood Illinois
City State
Cook 60445
County Zip

Nonresponsive

Nonresponsive

All

STATE LICENSE PLATE NO	VEHICLE a Make-Model-Year b Identification No	TANK DESCRIPTION a Capacity (gallons, barrels, cubic ft.) b Construction of tank (steel, fiberglass, rubber lined, etc.)	PRESENT INDIANA VEH. PERMIT NO. (for renewals only)	NEW VEHICLE PERMIT NO. (office use only)
	a BUDD 1978 b 163736 E	a (80) 55 Gal Drums b Steel: Van Trailer		3049
	a BUDD 1978 b 163733 E	a (80) 55 Gal Drums b Steel: Van Trailer		3050
	a FRUEHAUF 1974 b OMS 675603	a 8500 Gallons b Steel: Bulk Tanker		3051
	a GALBREATH 1983 b 832096	a 45 Cubic Yards b Steel: Semi Roll-Off		3052
	a AXLE 1975 b AP2432-456	a 20 Cubic Yards b Aluminum: Dump Trailer		3053
	a PROGRESS 1966 b B-22066	a 5000 Gallons b Steel: Bulk Tanker		3054
	a b	a b		
	a b	a b		
	a b	a b		

VEHICLE PERMIT(S)	Number of New Vehicles	<u>5</u>	
	Number of Renewal Vehicles	<u> </u>	
	Number of Replacement Vehicles	<u> </u>	
	Total Number of Vehicles	<u>5</u>	
	Total Vehicles Minus One	<u>4</u>	
			(2) <u>40</u>
			(3) <u> </u>
			(4) <u> </u>
			(5) <u> </u>
			(6) <u> </u>
			(7) <u> </u>
			(8) <u> </u>
			(9) <u> </u>
			(10) <u> </u>
			(11) <u> </u>
			(12) <u> </u>
			(13) <u> </u>
			(14) <u> </u>
			(15) <u> </u>
			(16) <u> </u>
			(17) <u> </u>
			(18) <u> </u>
			(19) <u> </u>
			(20) <u> </u>
			(21) <u> </u>
			(22) <u> </u>
			(23) <u> </u>
			(24) <u> </u>
			(25) <u> </u>
			(26) <u> </u>
			(27) <u> </u>
			(28) <u> </u>
			(29) <u> </u>
			(30) <u> </u>
			(31) <u> </u>
			(32) <u> </u>
			(33) <u> </u>
			(34) <u> </u>
			(35) <u> </u>
			(36) <u> </u>
			(37) <u> </u>
			(38) <u> </u>
			(39) <u> </u>
			(40) <u> </u>
			(41) <u> </u>
			(42) <u> </u>
			(43) <u> </u>
			(44) <u> </u>
			(45) <u> </u>
			(46) <u> </u>
			(47) <u> </u>
			(48) <u> </u>
			(49) <u> </u>
			(50) <u> </u>
			(51) <u> </u>
			(52) <u> </u>
			(53) <u> </u>
			(54) <u> </u>
			(55) <u> </u>
			(56) <u> </u>
			(57) <u> </u>
			(58) <u> </u>
			(59) <u> </u>
			(60) <u> </u>
			(61) <u> </u>
			(62) <u> </u>
			(63) <u> </u>
			(64) <u> </u>
			(65) <u> </u>
			(66) <u> </u>
			(67) <u> </u>
			(68) <u> </u>
			(69) <u> </u>
			(70) <u> </u>
			(71) <u> </u>
			(72) <u> </u>
			(73) <u> </u>
			(74) <u> </u>
			(75) <u> </u>
			(76) <u> </u>
			(77) <u> </u>
			(78) <u> </u>
			(79) <u> </u>
			(80) <u> </u>
			(81) <u> </u>
			(82) <u> </u>
			(83) <u> </u>
			(84) <u> </u>
			(85) <u> </u>
			(86) <u> </u>
			(87) <u> </u>
			(88) <u> </u>
			(89) <u> </u>
			(90) <u> </u>
			(91) <u> </u>
			(92) <u> </u>
			(93) <u> </u>
			(94) <u> </u>
			(95) <u> </u>
			(96) <u> </u>
			(97) <u> </u>
			(98) <u> </u>
			(99) <u> </u>
			(100) <u> </u>
			(101) <u> </u>

MAIL COMPLETED APPLICATION AND FEE TO: Indiana State Board of Health
1330 West Michigan Street
Indianapolis, Indiana 46206

DATE 3/8/83

February 11, 1983

Mr. James Kuipers
Chemical Services Corporation
4601 West 138th Street
Crestwood, IL 60445

Dear Mr. Kuipers:

Re: Liquid Industrial Waste Hauler Permit

This letter is in reference to your permit to haul liquid industrial waste within the State of Indiana during 1983.

Your original permit for 1983 was issued on January 3, 1983. The normal expiration date for a permit issued at this time should have been December 31, 1983. However, due to the special circumstances surrounding your application, the permit expiration date was changed to February 18, 1983. In our cover letter enclosed with your permit of January 3, 1983, we explained that your permit's expiration date would be extended to December 31, 1983, after a complete review of the materials submitted by your Company.

These materials have been reviewed and have adequately answered our concerns pertaining to your Company. Therefore, your Liquid Industrial Waste Hauler Permit for 1983 is hereby extended to expire at midnight on December 31, 1983. All other permit conditions will remain the same.

Please be informed that if you intend to haul liquid industrial waste within the State of Indiana after December 31, 1983, you must submit your permit renewal application 60 days prior to this date. An application form has been enclosed for your convenience. If you have any questions, please contact Mr. Dave Berrey at 317/633-0813.

Very truly yours,



Ralph C. Pickard
Technical Secretary

DWB/tw
Enclosure
cc: Illinois EPA

Control 00 00877

STATE OF INDIANA
Environmental Management Board
Liquid Industrial Waste Hauler
Permit

Operation Permit No. IN 9583-3000-11
Page 1 of 6

Money Receipt No. K 36260
K 39863
Fee \$ 150.00
60.00 Total \$ 210.00

In compliance with the provisions of the Indiana Stream Pollution Control Board Rule 330
IAC 4-10-1 et. seq.,

Chemical Services Corporation
4601 W. 138th St.
Crestwood, IL 60445

is authorized to remove and transport liquid industrial waste in accordance with
requirements and conditions set forth in this permit.

This permit shall become effective on January 3, 1983

This permit and the authorization to remove and transport liquid industrial waste shall
expire at midnight, February 18, 1983. In order to receive authorization to
continue operation beyond this date of expiration, the Permittee shall submit such
information and forms as are required by the Indiana Environmental Management Board no
later than 60 days prior to the date of expiration.

Signed this 3rd day of JANUARY 1983 for the Indiana
Environmental Management Board



Leopoldo R. Rios
Technical Secretary

State Form 3085

SBH 65-034

FORM RT-400
(7-82)



INDIANA DEPARTMENT OF REVENUE
MOTOR CARRIER FUEL USE TAX
ANNUAL PERMIT

MOTOR FUEL TAX DIVISION
MOTOR CARRIER FUEL USE TAX SECTION
218 B STATE OFFICE BUILDING
INDIANAPOLIS, INDIANA 46204
(317) 232-1851

This is to certify that the motor carrier named hereon has complied with the registration requirements of INDIANA
CODE 6-6-4-1-12

PERMIT NUMBER: RT-00092841 06

EXPIRES:

MARCH 31, **1984**

Chemical Services Corporation
4601 W. 138th Street
Crestwood, IL 60445

WILLIAM D. HAAN, COMMISSIONER

NOTE: A COPY OF THIS PERMIT MUST BE CARRIED IN THE CAB OF ALL VEHICLES COVERED BY THIS PERMIT. THE ORIGINAL MUST BE RETAINED AT THE ADDRESS SHOWN ABOVE.
PLEASE USE THE ABOVE PERMIT NUMBER IN ALL CORRESPONDENCE WITH THE DEPARTMENT OF REVENUE, MOTOR CARRIER FUEL USE TAX SECTION.

New _____
Renewal _____
Vehicle 1301
S.W.H. Number _____

STATE OF ILLINOIS
ENVIRONMENTAL PROTECTION AGENCY
APPLICATION FOR PERMIT
TO HAUL SPECIAL WASTE

FOR AGENCY USE ONLY

1301 1301 001 thru 1301/008
Hauler No. Vehicle Nos.

APPLICANT: COMPLETE (PRINT OR TYPE) ITEMS 1 THROUGH 8

1. Chemical Services Corporation
Business Name of Operator of Vehicles
4601 W. 138th Street
Address
Crestwood, Illinois
City Cook State 60445
County _____ Zip _____

2. Name and Home Address of Principal or Authorized Representative and Business Title
James A. Kuipers

Nonresponsive

Nonresponsive

3. Business Phone 597-3380

4. Emergency Phone Nonresponsive

(Note: If owner of vehicles is different than operator of vehicles, complete information required in Items 1 through 3 for owner on separate sheet)

5. None
List Illinois Cities with Branch Offices

6. 1
List Illinois Counties That Are Served

7. Permits applied for in: IN, IA, KS, MI, MN, OH, MO, TN, WI, KY
List Other States That Are Served

8. Do you have an Illinois Commerce Commission Certificate? YES NO If yes list Certificate Number _____

9. Do you have an Interstate Commerce Commission Certificate? YES NO If yes list Certificate Number _____

TO VEHICLE DESCRIPTIONS: Provide information for each vehicle to be approved to haul special waste. This includes tank trailer units, flatbeds, and rolloff containers.

STATE LICENSE PLATE NO.	VEHICLE a. Make-Model-Year b. Identification No.	TANK DESCRIPTION a. Type (tank trailer, flatbed, rolloff, etc.) b. Capacity (gal., barrels, cu.ft.)	FOR AGENCY USE ONLY ILLINOIS EPA VEHICLE NUMBERS
S-68905	a. Press Vac, 1981 b. PVT5000-1935	a. Vacuum tanker b. 5,000 Gal.	1301 / 001
S-68906	a. Press Vac, 1979 b. PVT5000-970-1755	a. Vacuum tanker b. 5,000 Gal.	1301 / 002
S-68907	a. Press Vac, 1980 b. PVT5000-1080-1876	a. Vacuum tanker b. 5,000 Gal.	1301 / 003
S-68908	a. Press Vac, 1980 b. PVT5000-0280-1797	a. Vacuum tanker b. 5,000 Gal.	1301 / 004
S-68909	a. Press Vac, 1981 b. PVT5000-0881-2028	a. Vacuum tanker b. 5,000 Gal.	1301 / 005

(If additional space is necessary, use reverse side)

I, the undersigned, certify that the information contained herein is true and complete and that the removal, transporting and disposal, storage or treatment of special wastes will comply with all requirements of Chapter 9: Special Waste Hauling Regulations. I further certify that all requirements of Rule 202(C) of Chapter 9 will be complied with.

James A. Kuipers 7/29/82
Signature of Owner Date
(or Authorized Representative)

James A. Kuipers 7/29/82
Signature of Operator Date
(or Authorized Representative)

M. Completed Application to:
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
DIVISION OF LAND/NOISE POLLUTION CONTROL
SPECIAL WASTE HAULING UNIT
200 CHURCHILL ROAD
SPRINGFIELD, ILLINOIS 62706

EPA #
ILD 980701106

This Agency is authorized to require this information under Illinois Revised Statutes, 1979, Chapter III 1/2, Section 1039. Disclosure of this information is required under that Section. Failure to do so may prevent this form from being processed and could result in your application being denied. This form has been approved by the Forms Management Center.

FOR AGENCY USE ONLY

FOR AGENCY USE ONLY

Reviewed By _____

Date _____

Issued _____

Date _____

VEHICLE DESCRIPTIONS: Provide information for each vehicle to be approved to haul special waste. This includes tank trailer units, flatbeds, and rolloff containers.

STATE LICENSE DATE NO.	VEHICLE a. Make-Model-Year b. Identification No.	TANK DESCRIPTION a. Type (tank trailer, flatbed, rolloff, etc.) b. Capacity (gal., barrels, cu.ft.)	FOR AGENCY USE ONLY	
			ILLINOIS EPA VEHICLE NUMBERS	
8910	a. Press Vac. 1981 b. PVT5000-08812029	a. Vacuum tanker b. 5,000 Gal.	1301	/ 006
Illinois 8750 R	a. Box Truck 1979 b. U80-DUEE-8975	a. Roll-off b. 12 Cubic Yard	1301	/ 007
Illinois 41145 ST	a. 1979 Transcraft b. Ser # TC 13875	a. Flatbed b. 80 Drums	1301	/ 008
61195 ST	a. Budd 1978 b. 163736 E	a. Van Trailer b. (80) 55 Gal. Drums	1301	/ 014
61194 ST	a. Budd 1978 b. 163733 E	a. Van Trailer b. (80) 55 Gal. Drums	1301	/ 015
61162 ST	a. Fruehauf 1974 b. OMS 675603	a. Bulk Tank Trailer b. 8,500 Gallons	1301	/ 016
55152 ST	a. Progress 1966 b. B-22066	a. Bulk Tank Trailer b. 5,000 Gallons	1301,	/ 017,
61193 ST	a. Galbreath 1983 b. 832096	a. Semi Roll-off b. 40 Cubic Yards	1301	/ 018
61021 ST	a. Axle 1975 b. AF2432-456	a. Aluminum Dump Trailer b. 20 Cubic Yards	1301	/ 019
61731 ST	a. Axle b. AF2432-367	a. Aluminum Dump Trailer b. 20 Cubic Yards	1301	/ 020
61956 ST	a. Budd 1978 b. 163742 E	a. Van Trailer b. 80 Drums	1301	/ 021
61957 ST	a. Budd 1978 b. 163749 E	a. Van Trailer b. 80 Drums	1301	/ 022
	a. b.	a. b.		/
	a. b.	a. b.		/
	a. b.	a. b.		/



ILLINOIS

Department of Revenue
INTERSTATE SPECIAL FUEL PERMIT

MFC-50635

Permit No.

February 25, 1983

Date Issued

The Interstate Motor Carrier identified below has met the requirements of Motor Fuel Tax Law and is hereby issued this permit.

Chemical Services Corporation
4601 W. 138th Street
Crestwood, Illinois 60445

NOTE

The original or a reproduction of this document must be conspicuously displayed in the cab of each vehicle operating in Illinois



4330 WEST 137th PLACE • CRESTWOOD, ILLINOIS 60445

(312) 597-3380

Red Spot Paint
966-1016 E. Columbia
Evansville, IN 47711

ATTN: Mr. Gene Berky

Dear Mr. Berky:

Per our phone conversation of August 16, you had stated that Chemical Services has won the bid for the disposal of the waste solvents at your facility.

We are glad to accept the responsibility of disposal for this waste material. The material will be transported in drums, these drums must be in shippable condition according to DOT requirements. We will guarantee two (2) loads per week as a minimum, and seven (7) loads per week at a maximum until the job is completed. This material will be taken to FWR and blended into a fuel, for the blast furnaces of Jones & Laughlin Steel. This is the same program which the still bottoms are placed into.

We thank you for this opportunity to service your facility. If you should have any questions please feel free to contact me.

Sincerely,

CHEMICAL SERVICES CORPORATION

A handwritten signature in cursive script that reads "Charles M. Wessels".

Charles M. Wessels
Sales/Marketing Manager

CMW:klk

APPENDIX D

RED SPOT PAINT & VARNISH COMPANY

STATE OF INDIANA
ENVIRONMENTAL MANAGEMENT BOARD

1984

APPLICANT - DO NOT WRITE IN THIS SPACE

Operator Permit No. IN 8208-3100-11
APPLICATION REVIEWED BY TFC

Date Issued

Division of Land Pollution Control
Indiana State Board of Health
1330 West Michigan Street
Indianapolis, Indiana 46206
Tel. (317) 633-0833

APPLICATION FOR PERMIT
TO REMOVE AND TRANSPORT
LIQUID INDUSTRIAL WASTE

APPLICANT - COMPLETE, PRINT OR TYPE ITEMS 1 THROUGH 8

Red Spot Paint & Varnish Co.

1. Business Name
P. O. Box 418
Address
Evansville, Indiana
City
Vanderburgh State 47703
County Zip

2. Name and Home Address of Principal or Authorized Representative

William L. Martin

Nonresponsive

3. Business Phone

428-9100

4. Emergency (24-hour) phone

Nonresponsive

5. List all other Indiana cities with Branch Offices

6. List Indiana cities that are served (attach a list if necessary)

7. VEHICLE DESCRIPTIONS: Provide the following information for each vehicle to be approved to haul liquid industrial waste. Tank trailer units require permits.

STATE LICENSE PLATE NO	VEHICLE a. Make - Model - Year b. Identification No.	TANK DESCRIPTION a. Capacity (gallons, barrels, cubic ft) b. Construction of tank (steel, fiberglass, rubber lined, etc.)	PRESENT INDIANA VEH. PERMIT NO (for renewals only)	NEW VEHICLE PERMIT NO (office use only)
8219	a. b. 1976 Copco #2046	a. 80 Drums b. Enclosed Trailer	381	381
	a. b.	a. b.		
	a. b.	a. b.		
	a. b.	a. b.		
	a. b.	a. b.		
	a. b.	a. b.		
	a. b.	a. b.		
	a. b.	a. b.		
	a. b.	a. b.		

DEC 27 10 45 AM '83
DIVISION OF LAND POLLUTION CONTROL
STATE BOARD OF HEALTH

8. Application is made and fee is attached. The amount for operator's permit and/or vehicle permit(s) is calculated in the following manner:

OPERATOR'S PERMIT FEE (Check One): ☐ NEW ☒ RENEWAL @ \$100 (1) \$100

VEHICLE PERMIT(S):
Number of New Vehicles _____
Number of Renewal Vehicles _____
Number of Replacement Vehicles _____
Total Number of Vehicles _____
Total Vehicles Minus One _____
@ \$10 each (2) _____
TOTAL FEE (1) PLUS (2) (3) 100

MAKE CHECK OR MONEY ORDER PAYABLE TO:

Indiana State Board of Health

COMPLETED APPLICATIONS AND FEE TO

Indiana State Board of Health
Attention: Cashier
1330 West Michigan Street
Indianapolis, Indiana 46206

I, undersigned, certify that the information contained herein is true and complete and that the removal, transporting and disposal of liquid industrial wastes will be done in accordance with the requirements of Indiana Rule 320 IAC 5-10-1 et seq.

(Authorized Representative)

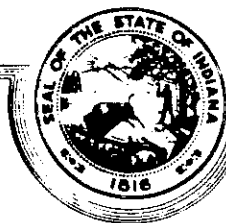
William L. Martin

DATE

12-13-83

STATE OF INDIANA

ENVIRONMENTAL MANAGEMENT BOARD



INDIANAPOLIS 46206-1964

1330 West Michigan Street
P. O. Box 1964

February 16, 1984

Mr. William L. Martin
Red Spot Paint and Varnish Company
P.O. Box 418
Evansville, IN 47703

Dear Mr. Martin:

Re: Liquid Industrial Waste Hauler Permit

Enclosed is your permit to haul liquid industrial waste within the State of Indiana during 1984. Also enclosed are the following:

1. Two seals for each vehicle licensed.
2. Forms for reporting liquid industrial waste removed.

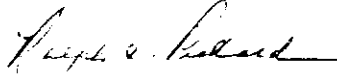
The seals, corresponding lettering, and assigned number shall be affixed to both sides of each vehicle as specified in 320 IAC 5-10-3, and as further outlined in the permit. Please read these instructions carefully to ensure proper identification of the vehicles. The seals and lettering must be on the vehicle within ten days of receipt of this permit.

The enclosed reporting forms are to be used for recording and submitting information on liquid industrial waste hauling activities as required by the Regulation. These forms must be submitted to this office by the 15th of each month for the previous reporting month. It is essential that you notify this office, either on the previous month's reporting form or prior to the 15th of the following month, if no waste is hauled during a particular month. A quantity of reporting forms are being enclosed at this time. If you need additional copies you may photocopy them, or if you desire, you may request additional copies from this office.

Please read your permit carefully since it sets forth the limitations under which the company is to conduct its waste handling activities.

If you have any questions regarding this permit, please contact
Mr. Terry Gray of this office at AC 317/~~623-81957~~ ~~0108~~ 243-5087

Very truly yours,



Ralph C. Pickard
Technical Secretary

TFG/tr

Enclosures

cc: Vanderburgh County Health Department

State Of Indiana
Environmental Management Board
Liquid Industrial Waste Hauler
Permit

Operation Permit No. IN8208-3100-11
Page 1 of 6

Money Receipt No. K78083
Fee \$ 100.00

In compliance with the provisions of the Indiana Environmental Management Board Rule 320 IAC 5-10-1 et. seq.,

Red Spot Paint & Varnish Company
P.O. Box 418
Evansville, IN 47703

is authorized to remove and transport liquid industrial waste in accordance with requirements and conditions set forth in this permit.

This permit shall become effective on March 1, 1984

This permit and the authorization to remove and transport liquid industrial waste shall expire at midnight, February 28, 1985. In order to receive authorization to continue operation beyond this date of expiration, the Permittee shall submit such information and forms as are required by the Indiana Environmental Management Board no later than 60 days prior to the date of expiration.

Signed this 23rd day of January 1984 for the Indiana Environmental Management Board



Leah R. Pitman
Technical Secretary

Part I

REQUIREMENTS APPLICABLE TO HAULERS
OF ALL LIQUID INDUSTRIAL WASTE

1. Equipment Limitations

The Permittee shall be restricted to the equipment specified in the application to remove and transport liquid industrial waste. Application for new vehicles and/or replacement of existing vehicles must be submitted to the Environmental Management Board (hereafter called the "Board") 30 days before the intended use of the vehicle, unless a shorter time is approved by the agency. Any other deviations from the application must be immediately reported to the Board.

2. Labeling Requirements

All vehicles used to transport liquid industrial waste shall be identified as specified in 330 IAC 4-10-3(h). The letters and numbers shall be securely affixed to both sides of the vehicle. In the case of trucks equipped with roll-off tanks or dumpster containers, the labeling shall be on the vehicle on which the vessel is transported. The labeling shall be located so as to be visible at all times.

3. Non-transferability

No permit and/or vehicle numbers granted under this permit shall be valid in case of transfer of ownership or transfer of a vehicle number from one vehicle to another unless approved by the Technical Secretary of the Board.

4. Analysis of Waste

The Permittee shall submit analytical results of samples of the liquid industrial waste to the Board if deemed necessary by the Board to establish the nature of the waste. Such samples shall be representative of the liquid industrial waste being hauled.

5. Reporting

The Permittee shall submit to the Board reports outlining the previous month's liquid industrial waste hauling activities. The reports shall be made on forms provided by the Board and shall be postmarked no later than the 15th day of the month following each completed reporting period.

6. Retention of Records

The Permittee shall retain records of liquid industrial waste hauling activities for a minimum of three years. This period of retention shall be extended when requested by the Board.

7. Isolation of Cyanide Compounds

Drum and bulk storage of cyanide wastes shall be accomplished in accordance with Indiana Rule 330 IAC 1-2 (formerly Regulation SPC-2).

8. Flammable Wastes

Storage of flammable wastes in Indiana must be in accordance with the Indiana State Fire Marshal's office.

9. Road Oiling

No liquid industrial waste may be applied to public or private roads if it is hazardous as defined by 330 IAC 4-1-5. Waste oil which has been determined to not be hazardous may be used for dust control on public and private roads provided that prior approval has been secured from the respective highway department or land owner. The waste oil must be applied in a manner which does not create nuisance conditions or cause or threaten to cause pollution of the waters of the State of Indiana.

10. Variations of Operation

Any change in the Permittee's operation without prior consent from the Board will be considered a violation of this permit.

11. Request for a Variance

Any request for a variance in the conditions and limitations of this permit shall be submitted to the Board a minimum of 60 days prior to the start of the variance unless a shorter period is authorized by said Board.

12. Spill Clean-up Program

The Permittee shall have an adequate spill clean-up program at all times. The Permittee shall be held responsible for proper containment, clean-up and reporting of a spill involving the Permittee's equipment as outlined in Indiana Rule 330 IAC 1-6 (formerly SPC 16).

13. Maintenance of Facilities

The Permittee shall maintain in good working order and operate as efficiently as possible, all facilities used for

transferring, hauling, storing, and disposing of liquid wastes. Waste shall be transferred in a manner which prevents spillage and contamination of surface or groundwater.

14. Caps

All pipes on hauling tanks shall be capped during transport and storage of liquid industrial waste to prevent leakage in the event of failure of shut-off valves.

15. Right of Entry

The Technical Secretary of the Indiana Environmental Management Board or its designated agent, upon presentation of proper credentials, shall have the authority to enter upon any private or public property for the purpose of inspecting hauling and disposal records, inspecting hauling, storage and disposal equipment and sampling liquid industrial waste which is hauled by the Permittee.

16. Civil and Criminal Liability

Violations of the conditions of this permit will be enforced and penalties assessed in accordance with the provisions set forth in IC 13-7-13, as amended.

Part II

REQUIREMENTS APPLICABLE TO HAULERS OF NON-HAZARDOUS WASTE

In addition to the requirements of Part I of this permit, haulers who transport only non-hazardous waste, as determined by 330 IAC 4-1-5, are subject to the following conditions:

1. Drums

All drums or similar containers used for transport of liquid industrial wastes shall be equipped with tightly fitting lids and caps. The containers shall be adequately secured to prevent turnover or spillage of its contents during transport.

2. Safety Equipment

Sufficient safety equipment shall be provided to minimize the hazards to life and property.

3. Disposal Methods

Liquid industrial waste hauled by the Permittee shall be disposed of, reclaimed or treated in accordance with all Federal, State and local regulations. It shall be the responsibility of the Permittee to deliver the waste to a disposal, treatment or reclamation facility which has secured all required State, local or Federal approvals or permits.

Applicable regulations include, but are not necessarily limited to, the following:

- a. All persons engaged in the treatment of industrial wastewater with no discharge to the surface waters of Indiana, must make application for a valid operation permit pursuant to 330 IAC 3-2.
- b. All persons engaged in the treatment of industrial wastewater with a resulting discharge to the surface waters of Indiana, must have a valid NPDES discharge permit pursuant to 330 IAC 3-3.
- c. Any landfill disposal facilities which receives liquid industrial waste must hold valid permits and appropriate approvals or authority from the Environmental Management Board to accept said waste.
- d. Any industrial waste treatment process, such as incineration, which results in the emission of pollutants into the air must conform to the regulations established by the Indiana Air Pollution Control Board.

4. Non-Compatible Wastes

The Permittee shall not, in any manner, mix wastes of differing characteristics if it will create a fire, safety or health hazard, or if it will increase the difficulty of ultimate treatment of the waste. Furthermore, the Permittee shall not haul liquid industrial wastes which have chemical characteristics of a nature which will cause damage to the equipment and subsequent failure.

5. Length of Storage

The Permittee shall store liquid industrial wastes only for the length of time necessary to accumulate sufficient quantities for shipment to an approved disposal, treatment or reclamation site. If the Permittee owns approved waste treatment, reclamation or disposal facilities, the inventory of waste shall be limited to that necessary for efficient operation of the facilities.

6. Drum Storage

Drums of liquid industrial waste shall be stored in a vertical position and shall be sealed to prevent leakage or contact with rainwater. The drums shall be segregated as to type of waste. Each drum shall be legibly identified with regard to the source and type of waste or coded and cross-referenced to a log containing the same information. This log shall be available for inspection by the Agency upon request.

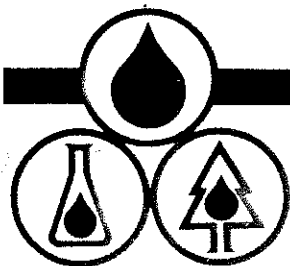
Part III

REQUIREMENTS APPLICABLE TO HAULERS OF HAZARDOUS WASTE

In addition to the requirements of Part I of this Permit, haulers of hazardous waste, as defined by 320 IAC 4-1-5, must comply with the applicable requirements of Environmental Management Board Rule 320 IAC-4, "Hazardous Waste Management Program and Related Hazardous Waste Management Requirements."

APPENDIX E

CECOS INTERNATIONAL



CECOS

INTERNATIONAL

11475 Northlake Drive
Cincinnati, OH 45242
513/489-8722

August 17, 1984

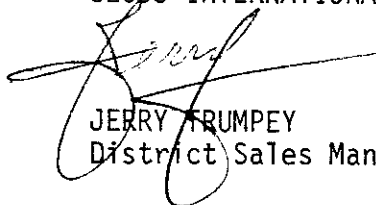
Red Spot Paint & Varnish Co., Inc.
110 Main Street
P.O. Box 418
Evansville, Indiana 47703
Attn: Eugene Berkey

Dear Mr. Berkey:

Please accept this letter as a confirmation that CECOS International has accepted and disposed of your hazardous waste. Your material has been approved by the Ohio EPA under Product Code number 2663-A.

If you have any questions concerning this approval or CECOS, please call me at (513) 489-8722.

Best Regards,
CECOS INTERNATIONAL


JERRY TRUMPEY
District Sales Manager

JT/wl

cc: Jackie Scheben



Administrative Offices
4879 Spring Grove Avenue
Cincinnati, Ohio 45232
(513) 681-5731

Operations Site
5092 Aber Road
Williamsburg, Ohio 45176
(513) 724-6114

June 12, 1981

Red Spot Paint & Varnish Co.
966 1016 E. Columbia Street
Box 418
Evansville, Indiana 47703

ATTENTION: W. E. Jones

CECOS/CER is pleased to advise that the below listed material(s) has/have been approved for disposal by the Ohio Environmental Protection Agency. The material(s) has/have been assigned the following Product Code(s):

PRODUCT CODE	DESCRIPTION	CONTAINERIZATION	DISPOSAL METHOD	DISPOSAL PRICE	ANNUAL VOLUME
2668-A	Paint Sludge	Drums	SCMF	\$35/per 55 gal. drum	12,000 to 15,000 gal.

SPECIAL INSTRUCTIONS: Must be solidified prior to shipment. If flash point is less than 140°F, no void space or free liquid. If flash point is greater than 140°F, no more than 15% free liquid.

The product code number(s) is to appear on the top of all drums, on each piece of equipment and on the shipping manifest.

Transportation can be provided from your facility at the rate of \$ 880.88 per shipment plus applicable Fuel Surcharge under ICC Master Tariff 101-E. Detention charges are \$43.75 per hour after two free hours of loading.

Prices are firm for thirty days.

To schedule shipping, please contact our Transportation Coordinator, Mr. Ron Painter, at (513) 724-6114 or (513) 724-6155. *861111 (19473 V.O.) 6/25/82*

We appreciate this opportunity to serve your disposal needs.

Sincerely,
CECOS/CER CO.

Jerry Trumpey /ht
JERRY TRUMPEY
Technical Sales Representative

WASTE DISPOSAL AGREEMENT DATED June 3, 1981 between
CECOS/CER COMPANY, 4879 Spring Grove Avenue, Cincinnati, Ohio 45232
("CECOS/CER"), and Red Spot Company
P.O. Box #418, Evansville, Indiana 47703
("Generator").

1. DISPOSAL SERVICES a. Generator hereby engages CECOS/CER, and CECOS/CER hereby agrees, to receive, transport, process and dispose of certain industrial waste materials listed and generally described in Schedule A, attached hereto and made a part hereof ("Waste"), such Waste to be disposed of by CECOS/CER upon the terms and conditions set forth in this Agreement (all such undertakings by CECOS/CER collectively called "Disposal Services"). If the parties hereafter agree in writing to CECOS/CER' performing Disposal Services with respect to any additional Waste and execute a supplemental Schedule A, this Agreement shall apply with respect thereto.

b. CECOS/CER shall promptly dispose of the Waste by the method indicated in Schedule A for each Waste in a careful and workman-like manner. Unless otherwise permitted in writing, CECOS/CER shall not salvage, reclaim, sell, reuse or distribute the Waste or any part thereof. CECOS/CER will utilize all reasonable precautions in the handling, transportation, and disposal of materials so as to avoid injuries to persons and damage to property.

c. CECOS/CER has obtained all permits, licenses and other forms of documentation required in order to comply with governmental laws, ordinances, orders, rules, regulations; and upon request of Generator, CECOS/CER shall furnish copies thereof, together with any certificates or other instruments related to the performance by CECOS/CER of its obligations under this Agreement.

d. Generator and CECOS/CER understand that the Waste may have been in contact with or contain materials that are flammable, toxic, corrosive, hazardous (as defined in 40 CFR 261 promulgated by the U.S. Environmental Protection Agency). Information as to the character of the Waste and certain recommended precautions for exposure to and handling of the Waste will be provided to CECOS/CER by Generator. Generator agrees to inform CECOS/CER of any toxic or otherwise hazardous property relating to the Waste which becomes known to Generator subsequent to the date of this Agreement, or the date of any Schedule A or Supplemental Schedule A.

2. TERM This Agreement shall commence on the day set forth above and shall be for the term set forth in Schedule A. However, CECOS/CER may terminate this Agreement effective at any time by giving Generator written or oral notice (to be confirmed in writing) if (i) such action is taken by CECOS/CER because of any governmental law, ordinance, court injunction, order or declaration, rule, regulation or action; or (ii) CECOS/CER

determines that a threat to health or the environment may exist because of any of the Disposal Services or (iii) Generator becomes insolvent, makes an assignment for the benefit of creditors, or a bankruptcy petition is filed by or against the Generator. The failure of CECOS/CER's to assert any of the aforesaid grounds for termination at any time shall not be construed as a waiver of its right subsequent to assert any of those grounds.

3. QUANTITY CECOS/CER agrees to accept delivery of Waste from Generator at the point of origin indicated in Schedule A ("Point of Origin") and to perform the Disposal Services with respect to the quantity of Waste offered by Generator subject; however, to any minimum and maximum quantity as may be set forth in Schedule A.
4. DELIVERY; TRANSPORTATION; TITLE AND RISK OF LOSS
 - a. Delivery of Waste to CECOS/CER shall be made at the Point of origin in accordance with the delivery schedule set forth on Schedule A, or otherwise as may be mutually agreed to in writing by the parties.
 - b. CECOS/CER shall supply or arrange for the necessary transportation equipment and for the transportation required to transport Waste from the Generator Point of Origin to CECOS/CER' Facility unless Generator is to provide such transportation utilizing his own private motor carrier operation.

c. Where CECOS/CER provides the transportation, title to, and all other incidents of ownership of Waste shall pass to CECOS/CER when the Waste is loaded at the Generator's Point of Origin for transporting to CECOS/CER' Facility, and CECOS/CER assumes full responsibility and liability for the safe and lawful performance of Disposal Services thereafter. If transportation is not provided by CECOS/CER, title to the Waste shall pass from the Generator and rest in CECOS/CER at such time as said Waste has been delivered to and unloaded at CECOS/CER' Facility. Generator assumes full responsibility and liability for the safe and lawful transportation of said waste until such time as it is delivered and unloaded at CECOS/CER's facility.

d. Where Generator furnishes packages or containers for materials which are the subject of this Agreement, Generator shall be responsible for said packages or containers complying with all laws, rules, regulations and/or ordinances which may be applicable to the safety, packaging, storage or transportation thereof.

e. In the event CECOS/CER discovers, after having taken title, that any Waste does not conform to the specifications set forth on Schedule A or on the Waste Product Record, CECOS/CER may revoke its acceptance of such Waste. A justified revocation of such acceptance shall revert title to the Waste in Generator, in-

cluding ownership and liability in connection with such Waste, excepting only liability resulting from failure of CECOS/CER to handle the Waste with care. CECOS/CER may return the non-conforming Waste to the Generator and Generator agrees to accept the return of any such shipment of material. For such non-conforming Waste, Generator agrees to pay and/or reimburse CECOS/CER for all reasonable handling and transportation costs or charges incurred for the receipt, handling and return of such material from and to CECOS/CER Facility and the Point of Origin or to such other location designated by Generator.

5. PAYMENT TERMS: PRICE ADJUSTMENT Generator shall pay CECOS/CER at the rates set forth in Schedule A, ten (10) days after the date of invoice (U.S. Funds) plus applicable sales tax and transportation and related charges from the Point of Origin to CECOS/CER' facility. All prices set forth in Schedule A shall be firm for a minimum of one (1) calendar quarter after the effective date of this Agreement, unless otherwise noted on Schedule A. Thereafter prices may be subject to review and adjustment on thirty (30) days advance written notice from CECOS/CER. Transportation charges are subject to change at any time on notification.
6. IDENTIFICATION; CERTIFICATION a. Generator shall furnish CECOS/CER with a Waste Product Record on the form provided by CECOS/CER which shall contain (i) a description or identification of the Waste to be removed, transported, processed and dis-

posed of, (ii) a sample thereof (if required by CECOS/CER to be supplied), (iii) Generator's existing procedures for safely handling such Waste, and (iv) a statement of known hazards and toxicity. Generator shall promptly furnish to CECOS/CER any information regarding known, suspected, or planned changes in composition of the Waste.

b. Generator will ensure and hereby certifies that the Waste set forth on Schedule A will be properly classified and described on the Waste Product Record, the Manifest, and any other related documents, will be properly packaged, marked, and labeled and will be in proper condition for transportation according to the applicable regulations of the Department of Transportation and the Environmental Protection Agency.

7. COMPLIANCE WITH LAWS AND REGULATIONS - a. CECOS/CER shall comply with all of the existing requirements of federal, state and local laws, rules regulations and/or ordinances applicable to the Disposal Services to be performed by it hereunder. If any change occurs with respect to any such laws, rules, regulations and/or ordinances, the terms of this Agreement shall be renegotiated within ten (10) days after written notice thereof by CECOS/CER to Generator; however the services herein are to continue during said negotiations unless prohibited by law. If such negotiations do not result in an agreed price within said ten (10) days, this Agreement may be terminated at the option of CECOS/CER unless the parties agree in writing to extend such

period of negotiations. At Generator's request, CECOS shall furnish Generator with copies of permits or other documents which are required for disposal, removal or treatment of the material which is the subject of this contract.

b. Generator shall comply with all rules and regulations as may be adopted or promulgated by any state or municipality or the U.S. Environmental Protection Agency applicable to generators of hazardous waste (including Rule 40 CFR 262 pertaining to "Standards Applicable to Generators of Hazardous Waste").

8. METHOD OF DISPOSAL OR TREATMENT - All Disposal Services, will be performed as set forth in Schedule A. Certificates of disposal will be issued monthly on request.

9. INDEPENDENT CONTRACTOR - CECOS is and shall always remain an independent contractor in its performance of this Agreement. The provisions of this Agreement shall not be construed as authorizing or reserving to Generator any right to exercise any control or direction over the operations, activities, employees or agents of CECOS/CER in connection with the Agreement. Neither party to this Agreement shall have any authority to employ any person as agent or employee for or on behalf of the other party to this Agreement for any purpose, and neither party to this Agreement, nor any person performing any duties or engaging in any work at the request of such party, shall be deemed to be an employee or agent of the other party to this Agreement.

10. INDEMNITY OF GENERATOR - Generator shall indemnify and hold harmless CECOS/CER, its employees and agents against any and all liability, cost or expense which they individually or collectively, may suffer by reason of any act or omission of Generator, including without limitation, the failure of the waste material which constitutes the subject of this Agreement to be of the composition described in Schedule A, the Waste Product Record, any Manifest or similar document delivered to CECOS/CER, the omission of relevant composition information by the Generator on such documents, or the failure of the Generator or any of its employees or agents to observe or comply with any of the Generator's duties or obligations under this Agreement or any failure to comply with or observe any applicable laws, ordinances, codes, orders, rules or regulations, or the failure of Generator to comply with all appropriate safety and handling precautions.

11. INDEMNITY OF CECOS/CER CECOS/CER agrees to dispose of the Waste in a safe and lawful manner and, in performing the Disposal Services, to comply with appropriate laws, ordinances, orders, rules and regulations that may be applicable to the performance of the disposal services by or on behalf of Generator. CECOS/CER shall indemnify and hold harmless Generator, its employees and agents against any and all liability, cost or expenses which Generator may suffer by reason of personal injury or property damage caused by the act or negligent omission of CECOS/CER, its

employees or agents, unless such injury or damage was caused by the act or negligent omission of Generator.

12. SECURITY PROVISIONS - CECOS/CER, its employees and agents shall treat and maintain as Generator's **Nonresponsive** property, and not use or disclose to others during the term of this Agreement and for ten (10) years thereafter, except as is necessary to perform the Disposal Services hereunder, any information (including any technical information, experience of data) regarding Generator's products, plans, programs, plants, processes, costs, equipment, operations, or customers, or the chemical composition or quantity of the Waste delivered to CECOS/CER, which may be disclosed to, or come within the knowledge of, CECOS/CER, its employees and agents in the performance of this Agreement, without Generator's prior written consent. The provisions of this Section shall not apply to any information referred to in this section which CECOS/CER establishes (i) has been published and has become part of the public domain other than by acts or omissions of Generator, its employees and agents, (ii) has been furnished or made known to CECOS/CER by third parties (other than those acting directly or indirectly for or on behalf of Generator) as a matter of legal right and without restriction on disclosure, (iii) was in CECOS/CER' possession prior to disclosure by Generator to CECOS/CER and was not acquired by CECOS/CER, its employees and agents directly or indirectly from Generator or (iv) as required by law, court order or by any governmental regulatory authority to be disclosed.

13. INSURANCE CECOS/CER shall carry, at its expense, the minimum insurance coverage set forth on Schedule B. Certificates of such insurance shall be furnished on request.
14. ACCESS TO PREMISES - Generator agrees that CECOS/CER, its agents and employees shall, during the term of this Agreement, have reasonable access to Generator's premises for the purpose of fulfilling its obligations under this Agreement. CECOS/CER agrees to comply with reasonable safety regulations and procedures of Generator while on its premises.
15. ARBITRATION Any and all controversies, disputes or claims between the parties, including, but not limited to, those arising out of, or relating to, this agreement, its interpretation, or the breach thereof, shall be settled by arbitration in Cincinnati, Ohio, before one arbitrator, in accordance with the rules of the American Arbitration Association ("AAA"). Arbitration shall be initiated by an arbitration demand served within ninety (90) days of the dispute or claim on the other party and the AAA, or the rights hereunder shall be lost. The decision of the arbitrator shall be final and binding on the parties.
16. CANCELLATION FOR CAUSE - Either party may cancel this Agreement at any time without cost or penalty during the term hereof if the other party fails to perform its

obligations as herein provided and such failure shall continue for more than seven (7) days after either party has notified the other thereof in writing and executed by the party to be charged.

In addition, either party may cancel this Agreement in the event of the following which prevents further performance under the contract: Act of God, war, riot, fire, explosion, accident, flood, sabotage, strike, lockout, injunction, inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, breakage or failure of machinery or apparatus, national defense requirements, compliance with governmental laws, regulations, orders or action, or any other cause (whether similar or dissimilar) beyond the reasonable control of such party; but the party claiming such prevention of performance shall give notice to the other party.

17. ENTIRE AGREEMENT AND CONSTRUCTION - This Agreement shall constitute the entire agreement between the parties and no modification shall be binding unless in writing and executed by the party to be charged. This Agreement shall be construed in accordance with the laws of the State of Ohio.
18. NOTICES - Unless otherwise specified in this Agreement any notice, request, approval or other document required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given when de-

livered in person or deposited in the U.S. Mail, postage pre-
paid, addressed as specified herein or to such other address
or addresses as may be specified from time to time in a
written notice given by such party. The parties shall acknow-
ledge in writing the receipt of any such notice delivered in
person.

THIS AGREEMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS OF THE
FACE AND REVERSE HEREOF AND ON SCHEDULE A. THIS AGREEMENT AND ANY
SCHEDULE A SHALL NOT BE BINDING ON CECOS/CER UNLESS EXECUTED BY AN
OFFICER OF CECOS/CER AND A COPY OF SAID WRITTEN ACCEPTANCE IS MAILED
OR DELIVERED TO THE GENERATOR.

Accepted By:

By: _____
Title: _____
Date: _____

Accepted By:

CECOS/CER COMPANY

By: _____
Title: _____
Date: _____

GENERATOR:

SCHEDULE A

POINT OF ORIGIN:

ESTIMATED MIN/MAX QUANTITY:

CECOS' FACILITY:

<u>CODE NO.</u>	<u>DESCRIPTION</u>	<u>DISPOSAL COST</u>	<u>DISPOSAL METHOD</u>
-----------------	--------------------	--------------------------	----------------------------

TRANSPORTATION CHARGES:

EXPOSURE/HANDLING PRECAUTIONS: Generator is to document conditions on all applicable manifests as required by federal, state and local regulations.

ACCEPTANCES: This Schedule is subject to all terms and conditions of Agreement between the parties and as set forth herein.

CECOS INTERNATIONAL, INC.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

SCHEDULE "B"

INSURANCE

A. NIAGARA FALLS, NY

- | | |
|--|--|
| 1. Workmen's Compensation | Statutory Requirements |
| 2. General Liability | \$1,000,000 each occurrence |
| Comprehensive Form, Premises-
Operations, Explosion and Collapse
Hazard, Underground Hazard, Products/
Completed Operations Hazard, Contractual
Insurance, Independent Contractors,
and Personal Injury | \$1,000,000 aggregate |
| 3. Excess Liability | \$10,000,000 each occurrence |
| Umbrella Form | \$10,000,000 aggregate |
| 4. Environmental Impairment
Liability | \$ 5,000,000 each occurrence
\$10,000,000 aggregate |

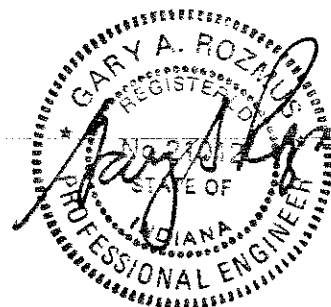
B. WILLIAMSBURG, OH

- | | |
|---|------------------------------|
| 1. Workmen's Compensation | Statutory Requirements |
| 2. General Liability | \$1,000,000 each occurrence |
| Comprehensive Form, Premises-
Operations, Explosion and Collapse
Hazard, Underground Hazard, Products/
Completed Operations Hazard, Contractual
Insurance, Independent Contractors and
Personal Injury | |
| 3. Excess Liability | \$10,000,000 each occurrence |
| Umbrella Form | \$10,000,000 aggregate |

RED SPOT PAINT & VARNISH COMPANY
EVANSVILLE, INDIANA

HAZARDOUS WASTE STORAGE FACILITY
CLOSURE CERTIFICATION

PROJECT #498-1
FEBRUARY 1985



Prepared by

EDER ASSOCIATES
CONSULTING ENGINEERS, P.C.
85 Forest Avenue
Locust Valley, NY 11560

Submitted to

INDIANA STATE BOARD OF HEALTH
Indianapolis, Indiana



eder associates
consulting engineers, p.c.

February 19, 1985
File #498-1

Mr. Eugene Berkey
Red Spot Paint & Varnish Company
110 Main Street
P.O. Box 418
Evansville, Indiana 47708

Dear Mr. Berkey:

Pursuant to your request, we are pleased to transmit herewith five copies of our Hazardous Waste Storage Facility Closure Certification report. I recommend sending a copy of the manifest for disposal of the decontamination waste drum to the Indiana Board of Health when disposal has been accomplished.

We appreciate the opportunity to have been of service to you.

Very truly yours,

EDER ASSOCIATES CONSULTING ENGINEERS, P.C.

Joseph B. Hellmann

Joseph B. Hellmann, P.E.

JBH/tg
Enc.

85 FOREST AVENUE • LOCUST VALLEY, NEW YORK 11560 • (516) 671-8440

LEONARD J. EDER, P.E. • FREDERICK H. INTARD, P.E. • STEPHEN J. OSMUNDSEN, P.E. • GARY A. KOZMUS, P.E.
JOHN McGUIRE, P.E. • JORGE MOLINA, P.E. • WILLIAM J. CUNNINGHAM, P.E. • VINCENT J. FRISINA, P.E.

TABLE OF CONTENTS

	<u>Page</u>
LETTER OF TRANSMITTAL	
I. BACKGROUND	1
II. INVENTORY REMOVAL	2
III. DECONTAMINATION	6
IV. CERTIFICATION	7
APPENDICES	

IV. CERTIFICATIONOwner - Operator Certification

I, RED SPOT PAINT & VARNISH CO. INC., of
owner or operator

966 - 1016 EAST COLUMBIA ST. EVANSVILLE, IN 47711
name and address of hazardous waste facility

hereby state and certify that, to the best of my knowledge and belief,
the above-named hazardous waste facility has been closed in accordance
with the attached approved closure plan, and that the closure was
completed on the 23rd day of DECEMBER, 1984.

Eugene Burkay
signature

3/13/85
date

Professional Engineer Closure Certification

I, Joseph D. Heltman, a registered
professional engineer, hereby certify that I have made a visual
inspection of the Red Spot Hazardous Waste Storage Facility and
closure of the facility has been performed in accordance with the
"Hazardous Waste Storage Facility Closure Plan" as amended by letter
of November 30, 1984 with the following exceptions.

Due to the unexpected malfunctioning of the on-site solvent
recovery still, higher than normal quantities of waste solvent were
generated during the closure period. The increased inventory could
not be transported within the specified one month closure period to
the designated receiving facility. As a result, it was necessary to
use an alternate approved receiving facility and extend the closure
period to January 10, 1985, ten days beyond the scheduled closure
date. One 55 gallon drum of decontamination wastes will be disposed
to the Cegos facility, Williamsburg, Ohio when this facility reopens
in March, 1985.

IV. CERTIFICATION

MAY 13 1 50 PM '05
DIV. OF HEALTH CONTROL
STATE DEPT. OF HEALTH

Owner-Operator Certification

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

RED SPOT PAINT & VARNISH COMPANY

Charles D. Starnus
PRESIDENT

Professional Engineer Certification

I have examined and am familiar with the information submitted in this report and all attached documents. Based on my inquiry of those individuals immediately responsible for obtaining the information and based on the information supplied by Red Spot Paint & Varnish Company, to the best of my knowledge, information and belief, the submitted information is true, accurate, and complete.

EDER ASSOCIATES CONSULTING ENGINEERS, P.C.

Joseph B. Hellmann
Joseph B. Hellmann, P.E.



Certificate of Insurance

IN 990 873499

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

ASHBY RAUSCHER AGENCY, INC.
P O Box 717
Evansville, Ind 47705

NO 10#
LISTED
IN LOG

COMPANIES AFFORDING COVERAGES

COMPANY LETTER	A	INSURANCE COMPANY OF NORTH AMERICA
COMPANY LETTER	B	
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

NAME AND ADDRESS OF INSURED

RED SPOT PAINT & VARNISH CO., INC.
P. O. Box 418
Evansville, Ind 47703

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	COP D0 50 22 74 5	11/1/82	BODILY INJURY	\$ 500	\$ 500
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM					
	<input checked="" type="checkbox"/> PREMISES—OPERATIONS					
	<input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD					
	<input type="checkbox"/> UNDERGROUND HAZARD					
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD					
A	AUTOMOBILE LIABILITY	XBC 171813	11/1/82	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
	<input checked="" type="checkbox"/> CONTRACTUAL INSURANCE					
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE					
	<input type="checkbox"/> INDEPENDENT CONTRACTORS					
	<input checked="" type="checkbox"/> PERSONAL INJURY					
	<input type="checkbox"/> OWNED					
A	EXCESS LIABILITY	XBC 171813	11/1/82	BODILY INJURY (EACH PERSON)	\$	
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
	<input type="checkbox"/> HIRED					
	<input type="checkbox"/> NON-OWNED					
	BODILY INJURY (EACH ACCIDENT)			\$		
	PROPERTY DAMAGE			\$		
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 5,000	\$ 5,000
	STATUTORY			\$	(EACH ACCIDENT)	
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Includes Sudden & Accidental Coverage for Pollution: \$1,000,000 per occurrence
\$2,000,000 aggregate

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

U. S. Environmental Protection Agency
111 W. Jackson Blvd.
Chicago, Illinois 60604

Attn: V H.W.T.U.B.

DATE ISSUED: August 4, 1982

[Signature]
AUTHORIZED REPRESENTATIVE